



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra  
भारत सरकार का उद्यम  
एक परिवार एक बैंक

RFP for Co-Hosting Primary Data Center &  
Relocating Near Site

# Bank of Maharashtra

(One Family... One Bank... Mahabank)

## REQUEST FOR PROPOSAL FOR CO-HOSTING PRIMARY DATA CENTER & RELOCATING NEAR SITE

**TENDER REFERENCE # RFP - 142019**



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra  
भारत सरकार का उद्यम  
एक परिवार एक बैंक

Head Office, 'LOKMANGAL'  
1501, Shivaji Nagar, Pune – 411 005

Cost of Tender Document: Rs. 29,500/-



# Contents

<b>Contents.....</b>	<b>1</b>
<b>1. Invitation to the Tender .....</b>	<b>6</b>
<b>2. Introduction.....</b>	<b>8</b>
2.1 Information Provided.....	8
2.2 For Respondent only .....	8
2.3 Disclaimer.....	9
2.4 Costs Borne by Respondents .....	9
2.5 No legal relationship .....	9
2.6 Recipient obligation to inform itself .....	9
2.7 Evaluation of offers.....	9
2.8 Errors and Omissions .....	9
2.9 Acceptance of terms.....	9
<b>3. RFP Response terms .....</b>	<b>10</b>
3.1 Lodgment of RFP Response .....	10
3.2 Late RFP policy.....	10
3.3 RFP Validity period .....	10
3.4 Requests for information.....	10
3.5 Notification .....	10
3.6 Disqualification .....	11
3.7 Timeframe .....	11
3.8 Annexure Seeking Response for Evaluation.....	11
<b>4. Project Details .....</b>	<b>12</b>
4.1 Purpose .....	12
4.2 Project Scope .....	12
4.3 Project Timelines .....	13
<b>5. Detailed Requirements.....</b>	<b>14</b>
5.1 Data Center co-hosting & Near Site relocation requirements.....	14
5.2 Service Levels .....	20
<b>6. Evaluation process.....</b>	<b>21</b>
6.1 Eligibility Bid .....	21
6.2 Technical Evaluation criterion .....	21
6.3 Normalization of Bids.....	23
6.4 Commercial Bid Evaluation .....	23
<b>7. Instruction to Bidders .....</b>	<b>25</b>
7.1 Bid Submission .....	25
7.2 Late Bids .....	28
7.3 Clarification of Bids .....	28



7.4	Pre bid meeting.....	28
7.5	Rejection of Bids.....	28
<b>8.</b>	<b>Terms and conditions.....</b>	<b>29</b>
8.1	General .....	29
8.2	Rules for responding to this tender document .....	29
<b>9.</b>	<b>Terms of Reference .....</b>	<b>37</b>
9.1	Contract Commitment.....	37
9.2	Payment terms .....	37
9.3	Acceptance of the Site.....	38
9.4	Compliance with all applicable laws .....	38
9.5	Limitation of Liability .....	38
9.6	Indemnity .....	38
9.7	Earnest Money Deposit .....	40
9.8	Performance Bank Guarantee.....	40
9.9	Inspection of records .....	41
9.10	Publicity.....	41
9.11	Solicitation of Employees.....	41
9.12	Penalties and delays in Bidder's performance .....	42
9.13	Confidentiality .....	43
9.14	Force Majeure .....	45
9.15	Resolution of disputes.....	45
9.16	Notices .....	46
9.17	Governing Law & Jurisdiction .....	46
9.18	Exit option and contract re-negotiation.....	46
9.19	Intellectual Property Rights .....	48
9.20	Corrupt and fraudulent practices .....	48
9.21	Waiver .....	49
9.22	Violation of terms .....	49
9.23	Integrity Pact .....	49
9.24	Visitorial Rights .....	50
9.25	Termination.....	50
9.26	Effect of termination .....	50
<b>10.</b>	<b>Disclaimer .....</b>	<b>51</b>
<b>11.</b>	<b>List of Abbreviations.....</b>	<b>52</b>
<b>12.</b>	<b>Annexures .....</b>	<b>53</b>
12.1	Annexure 1: Technical Requirements.....	53
12.2	Annexure 2: Undertaking on ownership or leased status.....	58
12.3	Annexure 3: Conformity with Hard copy Letter .....	60



12.4	Annexure 4: Conformity Letter .....	61
12.5	Annexure 5: Eligibility Criteria Compliance.....	62
12.6	Annexure 6: Cover Letter.....	64
12.7	Annexure 7: Service Level Agreement.....	65
12.8	Annexure 8: Pre-bid Query Format.....	70
12.9	Annexure 9: Bid Security Form .....	71
12.10	Annexure 10: Commercial Bill of Material .....	73
12.11	Annexure 11: Compliance Statement for Reverse Auction.....	74
12.12	Annexure 12: List of Deviations Requested .....	76
12.13	Annexure 13: Pre Contract Integrity Pact .....	77
12.14	Annexure 14: Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction	84
12.15	Annexure 15: Performance Bank Guarantee .....	89



### Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means ' Bank of Maharashtra'
2. Bidder means the respondent to the RFP document.
3. RFP means the Request for Proposal document
4. DC means Bank's Primary Data Center, DR / DRC/ DRS means Bank's Secondary/Disaster Recovery Site. NS/ NDR means Bank's Near Site hosting infrastructure for Zero data loss.
5. CBS means Core Banking Solution implemented in the Bank
6. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'.
7. Bidder / Respondent – signifies those who purchase this tender document and submits response to it.

*This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. The bidders or any person acting on behalf of the bidders should strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the bank In the event that such a circumstance is brought to the notice of the bank. By downloading the document, the interested party is subject to confidentiality clauses.*

## 1. Invitation to the Tender

This is to inform that Bank of Maharashtra (BoM) intends to co-host its Primary Data Center in a Tier-III data Centre and relocate its Near Site to a new Tier-III Data Center. This would cover the phases from shifting of all hardware & link from existing Data Centre and Near Site to proposed Data Center, Commissioning, Integration, testing and maintenance of the proposed Data Centre along with other services, training and documentation as specified by the Bank act.

The bidders are expected to examine all instructions, forms, terms, BoM project requirements and other information in the RFP documents. Failure to furnish all information required as per the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee, mentioned in the important information regarding bid submission, by demand draft / banker's cheque in favour of Bank of Maharashtra and payable at Pune.

### Important information regarding Bid submission

Tender Reference	
Price of Tender copy	Rs. 25,000/- + Rs. 4500/- (GST) = Rs. 29,500/-
Date of commencement of issue of tender document	31/10/2019
Date of closure of tender document	21/11/2019 up to 1400 hours
Bid Security Deposit (EMD)	Rs. 20,00,000/-
Queries to be mailed by	11/11/2019
Queries to be mailed to	<a href="mailto:siva.devara@mahabank.co.in">siva.devara@mahabank.co.in</a> <a href="mailto:rajkiran.lalam@mahabank.co.in">rajkiran.lalam@mahabank.co.in</a> <a href="mailto:dccm@mahabank.co.in">dccm@mahabank.co.in</a> <a href="mailto:agmdc@mahabank.co.in">agmdc@mahabank.co.in</a>
<b>Pre Bid Meeting</b>	14/11/2019 @1130 Hours
Last Date and Time for receipt of tender offers	21/11/2019 up to 1400 hours
Date of opening of technical bids	21/11/2019 at 1600 hours
Date of opening of commercial bids	Will be informed to Technically qualified bidders separately
Address of Communication	Deputy General Manager, Information Technology Bank of Maharashtra,



Tender Reference	
	IT Department, Head Office, "Lokmangal" 1501, Shivajinagar PUNE – 411 005.
Contact Telephone Numbers	<b>(020) 25520708 / 25532731- 35</b>
E-mail Id	<a href="mailto:dccm@mahabank.co.in">dccm@mahabank.co.in</a> <a href="mailto:agmdc@mahabank.co.in">agmdc@mahabank.co.in</a>
Website	<a href="http://www.bankofmaharashtra.in">www.bankofmaharashtra.in</a>

The copy of RFP document may be obtained during office hours on aforesaid working days in person by paying an amount of **Rs. 29,500/- (Non Refundable) inclusive of GST** by way of Demand Draft / Pay Order favoring "BANK OF MAHARASHTRA" payable at Pune. The Bank reserves the right to reject any or all offers without assigning any reason.

Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre bid meeting on above date and time at Bank of Maharashtra, Head Office, Pune. In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. However in order to participate in the pre-bid meeting, that tender document must be purchased by the prospective bidder.

**Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same should not be mixed with Technical / Commercial bid. It should be in separate cover to be handed over to the department.**

Tender offers will be opened in the presence of the bidder or its authorized representatives who choose to attend the opening of tender on the above-specified date, time and place.

Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document.

General Manager  
Information Technology

## 2. Introduction

Bank of Maharashtra is a public sector bank with a standing of more than 82 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office. Bank of Maharashtra, a leading Public Sector Bank has more than 1850 fully computerized branches spread across the country. In the state of Maharashtra itself it has about 1000 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters.

The bank has fine-tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Bancassurance business, mutual funds and other services like demat, lockers and merchant banking etc.

The Bank has also implemented its CORE BANKING SOLUTION across all branches.

The Bank proposes to co-host its Primary Data Centre at TIER-III Data Centre and relocate its Near Site to a new TIER-III Data Centre in the city of Pune. The Bank intends to issue this bid document to the service providers to participate in the competitive bidding for implementation and maintenance of co-hosted Primary Data Centre & relocation and maintenance of Near Site.

The Period of Contract shall be for a period of five years. The contract period will start from the date of acceptance of the project by the Bank.

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') to select a service provider for implementing & maintaining the co-hosted Primary Data Centre facility and relocating & maintaining the Near Site.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the bank and any successful bidder/ service provider as identified by the bank, after completion of the selection process as detailed in this document.

### 2.1 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

### 2.2 For Respondent only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organization/PSU/ limited Company or a partnership firm and no other person or organization.





### 2.3 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

### 2.4 Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

### 2.5 No legal relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

### 2.6 Recipient obligation to inform itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

### 2.7 Evaluation of offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

### 2.8 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

### 2.9 Acceptance of terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

### 3. RFP Response terms

#### 3.1 Lodgment of RFP Response

##### Tender Fee

The non-refundable tender fee as mentioned in Section 1 above shall be paid by way of Bankers Cheque / Demand Draft / Pay Order favoring Bank of Maharashtra, Payable in Pune, which is non-refundable, must be submitted separately along with RFP response

##### RFP Closing date

RFP Response should be received by the officials indicated not later than the date and time mentioned in Section 1 of this RFP.

#### 3.2 Late RFP policy

RFP responses received after the deadline for lodgment of RFPs at the address mentioned will not be accepted by the Bank and hence bidders are advised to submit their responses within the time and no excuses / reasons for delay will be accepted by the Bank.

#### 3.3 RFP Validity period

RFP responses will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the RFP closing date. The Bank / its subsidiaries shall have the right at its sole and absolute discretion to continue the assignment / contract on the selected bidder for future requirement on the rates finalized in this processing for various items / activities as described in the Price Bid after expiry of current assignment period.

#### 3.4 Requests for information

The bidders are required to direct all communications for any clarification related to this RFP, to the Bank officials as mentioned in Section 1 of this document and in writing. All queries relating to the RFP, technical or otherwise, must be in writing only. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Bank will not answer any communication initiated by respondents later than five business days prior to the due date for lodgment of RFP response. However, Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address(es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents. Bank may in its sole and absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

#### 3.5 Notification

Bank will notify the Respondents in writing as soon as practicable, but not later than 10 working days from the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.



### 3.6 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

### 3.7 Timeframe

The timeframe for the overall selection process will be as mentioned in this RFP in section 1: "Invitation to the Tender"

The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process.

The time schedule will be strictly followed. Interested parties should to adhere to these timelines. However, the bank reserves the right to change the aforementioned timelines.

### 3.8 Annexure Seeking Response for Evaluation

A detailed set of annexure is provided to the bidder for formulation of responses. These annexure would assist the bank in effectively normalizing the bidder's response for various areas including bidder's qualification criteria, functional requirements, technical requirements, proposed team strength, commercial proposals etc. The list of such annexure is provided in the table below:

Annexure Number	Name of the Annexure
<b>Annexure 1</b>	Technical Requirement
<b>Annexure 2</b>	Undertaking on ownership or leased status
<b>Annexure 3</b>	Conformity with Hardcopy Letter
<b>Annexure 4</b>	Conformity Letter
<b>Annexure 5</b>	Eligibility criteria compliance
<b>Annexure 6</b>	Cover Letter
<b>Annexure 7</b>	Application Management Services
<b>Annexure 8</b>	Pre-bid Query Format
<b>Annexure 9</b>	Bid Security Form
<b>Annexure 10</b>	Commercial Bill of Material
<b>Annexure 11</b>	Compliance to Reverse Auction
<b>Annexure 12</b>	List of Deviations Requested
<b>Annexure 13</b>	Pre Contract Integrity Pact
<b>Annexure 14</b>	Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction
<b>Annexure 15</b>	Performance Bank Guarantee

## 4. Project Details

### 4.1 Purpose

“Bank” intends to issue this bid document, hereinafter called RFP, to eligible Service Providers, hereafter called as ‘SPs’ or ‘SP’, to participate in the competitive bidding for appointment of SP for Co-hosting the Bank’s Primary Datacenter (DC) & Relocating bank’s Near Site (NDR).

DC is the location where Bank will host their equipment that would be required to run Bank’s Critical & non- critical applications. The equipment includes servers, storage, network components, backup devices, etc. mounted in racks. Near Site is the location close to Data Center to meet the Bank Recovery Time Objective of near zero.

The Bank, for this purpose, invites proposal from Service providers (SP’s) for primarily undertaking inter-alia the following activities for the Bank in respect of co-hosting and relocation services:-

The Bank currently has existing DC located in Kharadi, Pune. Bank wants to co-host this DC facility within Pune. The current Near Site is co-hosted in Kharadi, Pune. Bank wants to relocate this NDR/NS in a facility within Pune. Bank wants to appoint a Service Provider to provide a Tier III Data Centre infrastructure to host the Bank’s DC & relocate NDR IT infrastructure.

The bank will at no point bear any additional cost for any Data Center facility provided by SP to co-host Bank’s DC & relocate NDR, that SP may have to upgrade, power, capacity enhancement etc. to support Bank’s equipment unless Bank requests for any additional space or power requirements or brings in additional major equipment that would impact the infrastructure allocated to the Bank by SP for the period of the contract. The list of the facilities / requirements is listed in “Annexure 1 - Technical requirement” along with the requirements mentioned herein. The SP has to factor in the infrastructure for the Bank’s requirement. The bank will not accept any plea from the SP for any additional costs.

The SP shall provide all necessary infrastructure components that would be necessary as per the defined requirements; manage and maintain the same throughout the period of the contract. The SP has to ensure that the desired objective of the hosting the Bank’s IT infrastructure is completely met. The bidder must be the owner of the proposed data center facility provided to the bank or in case of leased premises, an unexpired lease period must be as mentioned in the Annexure 05: Eligibility Criteria.

### 4.2 Project Scope

The service provider has to provide sufficient space to co-host the Bank’s DC and relocate & maintain NDR IT infrastructure. The Near Site should be located so as to maintain the bank’s RTO of near zero. The Data Center and Near site should be located in Pune and should be within 25 kms from the each other.

Service provider should provide in Data Centre a hosting area for a period of five (5) years initially for hosting of Servers, Storage, Networking equipment, security equipment etc. The service window would be 24x7x365 days.

An exclusive contiguous core data center area of 1300 sq. ft. for DC and 300 sq. ft. for NDR with demarcation and exclusive access should be provided. Hosting area should be excluding pillar area, PDUs, AHUs etc., if any present in the area. Access to data center area should have biometric access facility. Hosting area provided to Bank should meet at least Tier III level DC facilities.



Bank will require seating space for at least 15 person at DC and at least 3 persons in NDR facility and to be augmented to the capacity of 20 at DC during the tenure of contract. However, the seating space at NDR will be billed as per usage.

The co-hosted site/s should be minimum Tier III Data Center. The SP should also provide sufficient uninterrupted power, electrical connections, air conditioning, backup power through UPS and Generator, telecom facilities (As part of telecom facility SP shall provide necessary junction box / space in the telecom room for multiplexer/s and other equipment.), Surveillance, access control system, fire suppression system, physical security and soft services as applicable for Data Center and as required for the proposed equipment on 24 x 7 basis, in order to maintain uptime of all such facilities as per SLA. The complete electrical work is to be performed by the SP by working back with the Bank and its designated System Integrator. SP shall also be responsible for extending all links from SP communication room to the server cage area allocated to the Bank.

The site offered for co-hosting the DC and relocating the NDR should confirm to the minimum specifications as set out in the detailed requirement in section 5 of this RFP. The SP shall maintain & manage all the facility provided by the SP to host Bank's DC & NDR IT Infrastructure.

The bidders have to bid for co-hosting of the DC and relocating NDR. The order will be split between the bidders (two) as mentioned below.

- ▶ Data Center Co Hosting services will be awarded to L1 bidder
- ▶ Near Site Relocation will be awarded to L2 bidder

**The broad scope of work is as follows: -**

Description	Responsibility
Co-hosting of the DC and relocating NDR	Bidder has to bid
Lift and shift of material	Bank
Migration of communication links	Bank

### 4.3 Project Timelines

The Bidder is expected to adhere to the timelines stipulated below. Non-compliance to these timelines by the Bidder would lead to Liquidated Damages as stated in this RFP:

#### DC

#	Activity	Time period for completion
1	Acceptance of the Purchase Order by the Vendor	Week – 0
2	Making the server area ready and available for setting up Bank IT infrastructure in DC Co-hosting facility (Site should be ready with electrical cabling, and other facilities like access control system, Communication links cabling, seating space etc.)	2-3 weeks from date of acceptance of the purchase order by the Service Provider (SP).
3	Site completely ready for inspection & Acceptance testing.	4 weeks from date of issuing the purchase order to the SP
4	Go-live of the Data Center.	6 weeks from date of issuing the purchase order to the SP



## NDR

#	Activity	Time period for completion
1	Acceptance of the Purchase Order by the Vendor	Week – 0
2	Making the server area ready and available for setting up Bank IT infrastructure in NDR Co-hosting facility (Site should be ready with electrical cabling, and other facilities like access control system, Communication links cabling, seating space etc.)	1 week from date of acceptance of the purchase order by the Service Provider (SP).
3	Site completely ready for inspection & Acceptance testing.	2 weeks from date of issuing the purchase order to the SP
4	Go-live of the Near Site.	3 weeks from date of issuing the purchase order to the SP

### Notes:

- ▶ Bank, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.
- ▶ The Bidder is required to provide a detailed strategy to Bank; the activities mentioned above are indicative but the timelines for procurement, readiness and inspection should be maintained. Hence, if the Bidder has a faster and more effective solution, the same may be discussed and agreed by Bank.

## 5. Detailed Requirements

### 5.1 Data Center co-hosting & Near Site relocation requirements

The Bidder shall provide a Tier III or higher co-hosted environment with sufficient electrical connections, Air conditioning, Backup Power through UPS and Generator, Network Communication facilities, Surveillance, Access Control System, Fire Suppression System, Water Leak Detection, Rodent Repellent System, Physical Security and Soft services, etc.

The complete electrical and communication cabling (copper cable, fiber cable, connectors should be of reputed brands) has to be performed by the Co-hosting Service Provider. LAN Cabling will be completed by the bank.

Successful Bidder shall also be responsible for extending all links from their network communication room to the designated rack allocated to Bank.

Bank will at no point bear any additional cost for any Data Centre facility provided by bidder to co-host Bank's DC and relocate NDR, that bidder may have to repair, upgrade, power, capacity enhancement, support (AMC) etc., to support Bank's equipment's unless Bank requests for any additional space or power requirements or brings in additional major equipment's that would impact the infrastructure allocated to Bank by bidder for the period of the contract.





Bank current rack layout details at Data Center and Near Site will be made available to the successful bidder.

#### 5.1.1 General

- I. The proposed Data Center to host Bank's DC and relocated NDR should be located in Pune and should be within 25Kms from each other.
- II. The proposed DC site should comply with the Technical Requirements specified in Annexure 1 of this RFP.
- III. 99.982% Uptime is required for the DC/NDR Environmental Infrastructure and services.
- IV. The datacenter facility building should be designed and constructed for Earthquake resistance and should be away from hazardous chemical materials.
- V. Two separate power paths from the UPS to be provided to the Server room/rack space area and the network communication area. The UPS should be configured in redundant mode at both DC and NDR.
- VI. Entry and exit at the DC/NDR premise (Building), Server room/ Hall area/rack space area and network communication room should be restricted and monitored. Security for the building should be made available 24\*7 at the entry/exit levels.
- VII. At the DC/NDR the doors for the server room/rack space area, communications room, and other critical areas should have at least 2 hours fire rating.
- VIII. At the DC/NDR the entire facility should have power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source. In case of primary power failure, UPS should have back up power for minimum 30 minutes.
- IX. Bidder shall provide seating space for 15 Bank personnel/representatives in the facility for managing the Bank's Primary Data Center which could be scalable to 20 seats at site.
- X. Bidder shall provide seating space for 3 Bank personnel/representatives in the facility for managing the Bank's Near Site. However billing will be done as per usage.
- XI. Service provider shall have provision for on demand meeting room/ conference room.
- XII. The proposed co-hosting area should have sufficient network points, electrical connections, air conditioning, backup power through Uninterrupted Power Supply (UPS) and Generator, telecom facilities, Surveillance, access control system, water leak detection, fire suppression system, physical security and soft services etc. as applicable for the DC and as required for the proposed equipment on 24 x 7 basis in order to maintain uptime of all such facilities.
- XIII. The Bidder shall provide contacts and an escalation matrix to log the complaints / problems faced in the facility provided to the Bank.
- XIV. Bidder shall provide all necessary help to the Bank like entry permission for vehicles carrying equipment's, parking of such vehicles to be closer to the lift till the time the equipment's are being offloaded, use of lift / service lift, assist in procedures documentation, providing trolley to carry heavy equipment's to the allocated hall / room, etc. The Bank should not incur any extra cost for availing these said service. The said services should be made available for the period of the contract.



- XV. Gate passes to enter DC/ NDR premises for Bank's representatives and other related personnel- free of any cost.
- XVI. A separate meter should be installed to evaluate the power consumption for Bank's equipment hosted at the DC/NDR site. Bank/ or its designated agency will have the right to audit the Co-hosting facility including the power meter for consumption.
- XVII. There should be a staging area and storage area made available to Bank/or its designated agency for staging & storing of equipment's
- XVIII. Bank may in future require additional space at the Data Centre or Near Site during the contract period. In the event Bank wants additional space for expansion, the same will be provided to the Bank within the same floor at the current agreed prorated rates. Bank cannot provide any time frame to inform Bidder for taking up additional space.

#### 5.1.2 Server Room Area

- I. The Server room proposed by the bidder to co-host Bank's IT infrastructure should be at least Tier III standard (Uptime/TIA 942).
- II. The bidder shall provide a dedicated caged rack space area of 1300 sq. ft. for Bank's DC. The Bidder is required to provide continuous area of 1300 sq. ft. on the same floor.
- III. The bidder shall provide a dedicated caged rack space area of 300 sq. ft. for Bank's NDR. The Bidder is required to provide continuous area of 300 sq. ft. on the same floor.
- IV. The bidder shall provide a storage area of 50 Sq. Ft. (5x10 Feet) in Bank's DC for storage/safe keep of spare servers/routers/devices.
- V. The entry to server room/ hall area should be accessible using biometric access.
- VI. The Server room/ Hall should have precision air conditioning with redundancy.
- VII. The bidder shall provide adequate power points in the Server caged area allocated to Bank.
- VIII. The bidder shall provide power connectors/sockets. If Banks requires additional power sockets the same shall be provided by the bidder.
- IX. The bidder should make the necessary arrangement to connect the racks provided by the Bank to the redundant uninterrupted power sources without any additional cost to the Bank during the period of contract period.
- X. Service Provider has to ensure the same load from Day-1. Additional power, if required shall be made available by the Service Provider. Bank will pay only for consumed power and will not pay for rated power. The bidder should provide mechanism to measure rack wise power consumption. The bidder shall quote for the same in the "Annexure 10 Commercial Bill of Material".
- XI. The Bank requires a dedicated power meter that can measure the actual power consumption by the Bank's equipment. This consumed power will be payable by the Bank at the unit rates provided in the commercials throughout the tenure of the contract. This power usage will be ONLY for the racks that are setup for Bank and not any other environmental devices such as precision air conditioners etc.





- XII. The bidder shall provide adequate numbers of 32 amps industry standard sockets in single phase and adequate numbers of 64 amps industry standard sockets in three phase in Bank's rack space as per the layout.
- XIII. Single phase and three phase power should be made available to support Bank's equipment in the server room/hall area.
- XIV. The Service Provider should ensure that minimum 5KVA of power is provided for each rack. The power requirement per rack may vary and the service provider needs to provision the power as per Bank's power requirements per rack.
- XV. The information provided is an estimated requirement and the Bank reserves the right to change the quantities. These figures are provided for the computation of total cost of ownership. The exact requirements will be provided to the successful bidder and the unit rates provided for these requirements would be considered for those changed requirements.
- XVI. The bidder will be responsible for the extension of links from the bidder's telecommunication room to rack space area irrespective of whether the communication links are taken from the bidder. The bidder shall extend such links from their network communication room to the rack space provided to the Bank to host their DC/NDR infrastructure. Such cost should be included in the one-time charges table in the commercial sheet.
- XVII. Bidder in their technical bid shall provide the proposed Server room area layout clearly showing the placement of the racks in the server strong room area along with indicative positioning of the BMS equipment like CCTV cameras with Night Vision with 12m range, Fire/ smoke detectors, access control system, rodent repellent etc.
- XVIII. Right to Alter Quantities – The bank reserves the right to alter the proposed quantities. The bank also reserves the right to delete one or more items from the list of items specified in tender.

#### 5.1.3 Communication Area

- I. The SP in their communication area shall have Telecom junction box / multiplexers of various link service providers and should be available in and around the facility building for Bank's use.
- II. The current service providers in DC are as follows
  - a. BSNL
  - b. Bharti Airtel
  - c. TTML
  - d. TCL
  - e. Vodafone
  - f. Sify
  - g. Reliance
- III. The Data Center/ Near Site SP should allow the termination of the links provided by the Bank appointed link service providers. If Telecom junction box / multiplexers of these link service providers are not available then the Co-Hosting service provider should allow the commissioning of the same. The DC/NDR SP shall also allow laying of cables and associated works in their premises.



- IV. The link extension from the DC/NDR service provider's communication room till the server cage area will be done by the DC/NDR service provider.
- V. A provision of additional 20 individual cross connects (10 fiber and 10 Gigabit Ethernet) per year from Mux room to server room needs to be done. The bidder shall factor the cross connects in the Annexure 10 – Commercial Bill of Materials. Payment will be made as per actual utilization (only for DC). Bidder shall identify the requirements for the cross connect cables at DC and NRC, between Communication room and Hosted area. If required by bidder, bidder may visit the existing sites. Bidder shall be end to end responsible for the same for the period of contract.

**5.1.4 BMS (Building Management Systems)**

- I. The SP shall provide Access cards, Gate passes to the Bank's personnel / Bank appointed System Integrators as and when they would visit the site. SP should agree that such access can be provided 24 X 7 and will not have any time restriction.
- II. The SP shall regularly monitor the access to the Bank's Server room / cage by means of access control system, physical security, Biometric access and CCTV and should always make sure that they are functional 24X7 days.
- III. If required by the Bank the SP should be able to provide details of people accessing the Bank's Server room / cage by sharing the entries made in the security register, reports from access control system, CCTV video clips, etc. The reports should be made available as per the frequency decided by the bank.
- IV. The SP shall make sure that the required power, air conditioning, security system and other facilities provided to the Bank is always available (24X7 days).
- V. The SP shall provide Fire detection & suppression system exclusively for the server room caged area. Fire detection and suppression can be common however the areas allocated to the Bank should be well within the coverage of fire detection and suppression.
- VI. The Server room area should be provided with Water Leak detection system and fire alarm system. The facility areas proposed for the Bank should be well within the coverage of water leak detection system
- VII. There should be CCTV cameras (IP Cameras) with night vision with 12m range monitoring for surveillance of building entrance, exits and other critical areas where Bank's components are placed. Activities to be recorded and the archival should be kept for at least three months. Thereafter it should be provided to Bank on DVD/ kept in storage devices (External Hard Disk – USB)/storage vault.
- VIII. The data center should have electronic rodent control systems with operating ability on varied frequency range. The facility areas – Server room area / server caged area, communication room should be well within the coverage of the rodent repellent.
- IX. All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24\*7 basis or as the bank decides.



#### 5.1.5 Seating Space

- I. The Bank requires seating space for 15 Seats in the same DC building which could be scalable to 20 seats at site and 3 seats in the same NDR. One screen is required at DC for monitoring purpose. However billing for the seats at NDR will be done as per usage. The seating space should have communication (LAN) facility with server room for the users to work remotely on the servers from this seating space.
- II. Service Provider shall factor approximate 30 sq. ft. work area per seat. In addition Service Provider shall provide adequate space for the movement within the enclosed seating area.
- III. The UPS / generator backup power facility needs to be available to the proposed seating area. Service Provider shall provide UPS backed up 3 power points per seat.
- IV. The seating area should be provided with comfort air conditioning.
- V. The seating area furniture should be modular furniture with drawers/pedestal, keyboard tray, for each table. Lockers that can accommodate 3 box files and some stationary, the one that comes with the work table. This will be for every seat.
- VI. The seating area should include the desk, chair, one cabinet per seat, three power connections and network connections (two per seat).
- VII. Service Provider shall provide the proposed seating area layout clearly indicating the total space being factored for the dedicated seating area in their technical bid submission.
- VIII. Service Provider should provide a fire proof storage cabinet of approximate 6 ft. x 3 ft. with multiple shelves to keep documents.
- IX. Service provider should provide basic amenities like washroom, parking, clean and drinking water at no extra cost and extend its common facilities like cafeteria /local transport within campus (if any).

#### 5.1.6 Civil Requirements

- I. A Minimum of 33 sq. ft. gross per rack should be considered while making any provisioning.
- II. The minimum load bearing capacity of the Data Centre should be 1500 kg/sq. m.
- III. The periphery of the data center should have 2 hrs. fire rated wall, false ceiling and doors.
- IV. False flooring tile made of Calcium silicate.
- V. Anti-static raised floor tiles with 30mm thickness (e.g. Calcium silicate)
- VI. The server room area should have a raised floor height of minimum 2 ft. or as per the Tier III Data Center standards
- VII. The Data Centre floor should have at least 10 ft. clear height or as per the Tier III Data Center Standards (false floor to false ceiling).
- VIII. The Data Center/ Near Site should be one or more floor above from Ground level.
- IX. Lightning arrestor should have been deployed for the building.

#### 5.1.7 Power Supply Requirements

- I. Minimum 5KVA of power is provided for each standard rack
- II. The bidder should have adequate power and cooling requirement factored to accommodate the scale of the requirement in full rack configuration utilization (Consideration for area of each rack unit is 33 Sq. Ft.)
- III. Each power feed should come from the different phase.
- IV. Each power feed should be fed from independent limit breaker.



- V. Bidder should ensure N+1 Transformer redundancy, N+1 Generator redundancy, N+1 UPS Redundancy, Parallel redundant operation.
- VI. All power feed must be protected from brownout, spike & surge by Uninterrupted Power Supply, with capacity to supply stable power up to 2 hours after primary power failure.
- VII. All power and data cables deployed in both SR and CR should be of FRLS cables.
- VIII. The data center should monitor power usage on a per client basis to ensure that it does not reach dangerously high levels. The bidder should bill for the actual amount of power used.
- IX. Adequate lighting and emergency lighting should be supplied in the data center and service areas for operational and safety reasons.
- X. The data and power conduits laid for Bank of Maharashtra Cage shall not be shared to any other customer.

#### 5.1.8 Miscellaneous

- I. The SP shall provide contacts and escalation matrix to log the complaints / problems faced in the facility provided to the Bank.
- II. SP shall provide all necessary help to the Bank appointed System Integrator or Vendor while moving the Bank equipment into the site. For example- entry permission for vehicles carrying equipment, parking of such vehicles to be closer to the lift till the time the equipment are being offloaded, use of lift / service lift, assist in procedures documentation, providing trolley to carry heavy equipment to the allocated cage / room, etc. The Bank should not incur any extra cost for availing these said services.
- III. The Bank may in future require additional space at the data center site. The SP agrees that in the event the bank wants additional space for expansion; the same will be provided to the bank within the same DC/ NDR site / floor or building. The rate per square feet would be mutually agreed at the time of such expansion. However, the vendor agrees that the rate for expansion shall not exceed the current rates agreed. Bank cannot provide any time frame to inform SP for taking up additional space.

## 5.2 Service Levels

The facilities like power, cooling, CCTV monitoring, security (biometric, physical, access card) provided by the service provider to co-host Bank's DC and relocate NDR equipment should have high availability. Refer Annexure 7 details the service levels.

## 6. Evaluation process

The competitive bids shall be submitted in three stages:

- ▶ Stage 1 – Eligibility criteria
- ▶ Stage 2 – Technical Bid
- ▶ Stage 3 – Commercial Bid

### 6.1 Eligibility Bid

Eligibility criterion for the bidders to qualify this stage is clearly mentioned in Annexure 05 – Eligibility criteria compliance to this document. Bidders who meet these criteria would only qualify for the second stage of evaluation. The bidder would also need to provide supporting documents for eligibility proof. All the credentials of the bidder necessarily need to be relevant to the Indian market.

The decision of the bank shall be final and binding on all the bidders to this document. The bank may accept or reject an offer without assigning any reason whatsoever.

### 6.2 Technical Evaluation criterion

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. The scoring methodology for technical bid components is explained in the following paragraphs.

Bank may seek clarifications from any or each bidder as a part of technical evaluation. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify or otherwise the bidder shall be accordingly taken by the bank.

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

S.NO	Particulars	Marks
1	Compliance to the technical requirements( Annexure 1)	40
2	Bidder's past experience	20
3	Technical presentation	20
4	Site Visit	20
	Total	100

Bidders who qualified in Eligibility criteria will be taken up for further evaluation process of technical evaluation criteria. Bidders who qualified in technical evaluation criteria will be taken up for commercial bid evaluation.

The bidders who did not qualify in eligibility criteria or technical evaluation criteria will not be taken for further evaluation process.

Bidder eligible for technical evaluation will be assessed as per the above criterion and should score a minimum of 80% to be eligible to consider for commercial evaluation.

The evaluation/selection process will involve assessment of technical competence and commercial advantage as detailed here below:



- I. A maximum of 100 marks will be allocated for the technical bid.
- II. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines. The technical proposals only will be subjected for evaluation at this stage.
- III. The bidders scoring less than 80 marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for further selection process and their bids will be dropped at this stage.
- IV. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short-listed.
- V. In case, none of the participating bidders qualify on technical criteria by reaching or exceeding the cut-off score of 80%, then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 70%. In case at least 2 participants are not found with score 70%, Bank reserves the right to cancel and go in for retendering process, however this would be at the sole discretion of the Bank.

The evaluation of technical proposals, among other things, will be based on the following:

- ▶ Compliance to Technical requirements (Annexure 1)
- ▶ Bidder's capability and past experience
- ▶ Technical Presentation
- ▶ Site visit Scoring

#### 6.2.1 Compliance to Technical requirements

The technical specifications mentioned in "Annexure 1" submitted by bidders will be examined to ascertain the compliance.

#### 6.2.2 Bidder's Past Experience

Bidder should comply with the experience requirement and score

S.No	Particulars	Marks
1	The Service Provider must have provided co-hosting space for at least 50 rack space area in Tier III Data Centre co-hosting facility at proposed site in India.	>= 4 Projects with at-least 50 rack space : 20 Marks 3 Projects with at-least 50 rack space : 16 marks 2 Similar Project with at-least 50 rack space : 13 1 Similar Project with at-least 50 rack space : 05
	Total	20

#### 6.2.3 Technical Presentation

The Bidders will be required to make presentations highlighting the various aspects of the proposed solutions. This process will also enable Bank to clarify issues that may be identified from the Bidders' responses to the RFP. The Evaluation Committee decided by Bank will be scoring the presentation made by the Bidders based on a structured questionnaire broadly across the following indicative sections. The Bidder technical presentation will be scored out a total of 20 marks.

S.No	Evaluation of the bidder's presentation	Marks
1	Details of Proposed Facility	10
2	Project Plan & Adherence to Timeline	10



S.No	Evaluation of the bidder's presentation	Marks
	Total	20

The technical competence and capability of the bidder should be clearly reflected in the presentation. If any short listed bidder fails to make such presentation, they will be eliminated from the selection process. Bank will confirm veracity of his claim in the presentation during the site visit and if not satisfied, bidder will be eliminated for the selection process.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

#### 6.2.4 Site Visit Scoring

- ▶ Bidder has to provide at least TWO references of their Hosting Sites in India where they have provided hosting facility to BFSI.
- ▶ Service Provider to make provision for the Bank & Consultants site visits to the sites chosen by the Bank. Depending on the type of DC Co-hosting solution and the SP's role in the implementation at such location the scoring will be done.

S.No	Evaluation of Site Visit	Marks
1	Access Control and Physical Security	4
2	Fire Protection and Prevention	4
3	Facility Provided	4
4	Cooling	4
5	Standby Power	4
	<b>Total</b>	<b>20</b>

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

The commercial proposals of technically short listed bidders will then be opened.

### 6.3 Normalization of Bids

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Vendors are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed Vendors to resubmit the technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The Vendors agree that they have no reservation or objection to the normalization process and all the technically short listed Vendors will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Vendors, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

### 6.4 Commercial Bid Evaluation

Only those vendors who have qualified after Stage 2 of Technical evaluation will be eligible for the commercial bid evaluation. The commercial bid evaluation will be done through reverse auction. However to know the indicative price of the commercial bid, which would be evaluated based on a "Total Cost of Ownership" (TCO) basis. If any vendor fails to quote against any of the services sought by the Bank, it will be presumed by the Bank that the cost of such items is included in the





overall cost and will not accept any plea or excuse from the vendors later and such services have to be provided to the Bank without any extra cost along with all other services.

The bidder who participate in the Reverse Auction and submits in last Bid to become the L1 bidder will be required to re-submit Final Commercial post Reverse Auction duly filled, in the same format titled as 'COMMERCIAL BID', & dated as on the date of completing the reverse auction. The Commercial Bid should contain all price components to tally with the last bid made by them in the Reverse Auction. **All the price components (in submitted Indicative commercial bid) should be revised in the same proportion as the TCO after reverse auction.** The same is to be submitted/ should reach the next working day of the bank at IT Dept., Head office, Pune.

The detailed procedure and Business rules for the Reverse auction have been shared in Annexure 14 - Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction. The Reverse Auction will be conducted by the Bank's authorized Reverse auction service provider, the details will be provided during the later stages of tendering process. Specific rules for this particular event viz., date and time, start price, bid decrement value, time allowed to confirm bid duration of event etc. shall be informed by the Bank, well before the event to the participating short listed bidders.

The Bank reserves the right to 'call off'/ cancel the tender proceedings of Reverse Auction or cancel the Tender at any point of time.

The price decided by the bank will be taken as the starting bid of the Reverse Auction and NOT for deciding the L-1 status. The L-1 bidder will be decided only later, on finalization of prices on completion of the Reverse auction process.

The bidder with the lowest commercials after Reverse Auction on Total Cost of Ownership will be declared successful L1 bidder and shall be considered for awarding the empanelment. For empaneling second Bidder, the offer for matching of rates with L-1 will be given to L-2, L-3 and so on, if required. The order distribution among the successful Bidders i.e. L-1 vs. L-2 shall be in the ratio as mentioned in section 4.2 Project Scope.

Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. This is not withstanding Bank's right to take any other action deemed fit, including claiming damages, 'Black Listing' the bidder from participating in future Tenders that would be floated by the Bank for a period found fit by the Bank, and also using the associates like IBA. The complete escalation matrix starting from the lowest till the highest level of hierarchy of the bidder has to be submitted.



## 7. Instruction to Bidders

### 7.1 Bid Submission

Eligibility, Technical & Commercial Bids shall be submitted in separate sealed sub-envelopes super scribing

“ELIGIBILITY BID FOR BANK OF MAHARASHTRA FOR CO-HOSTING PRIMARY DATA CENTER & RELOCATING NEAR SITE SUBMITTED BY M/S..... ON.....AT PUNE, DUE DATE \_\_\_\_\_” on top of the sub-envelope containing the Eligibility bid

“TECHNICAL BID FOR BANK OF MAHARASHTRA FOR CO-HOSTING PRIMARY DATA CENTER & RELOCATING NEAR SITE SUBMITTED BY M/s..... ON.....AT PUNE, DUE DATE \_\_\_\_\_” on top of the sub-envelope containing the technical bid

“COMMERCIAL BID FOR BANK OF MAHARASHTRA FOR CO-HOSTING PRIMARY DATA CENTER AND RELOCATING NEAR SITE SUBMITTED BY M/s..... ON.....AT PUNE, DUE DATE \_\_\_\_\_” on top of the sub-envelope containing the Commercial bid These three separate sealed sub-envelopes should be put together in another sealed master envelope super scribing BID for BANK OF MAHARASHTRA FOR CO\_HOSTING PRIMARY DATA CENTER & RELOCATING NEAR SITE TENDER REFERENCE NO. SUBMITTED BY ..... ON.....AT PUNE, DUE DATE \_\_\_\_\_”.

The response should be organized and submitted in the following manner:

#### Eligibility Bid

- ▶ Cover letter certifying Eligibility criteria compliance (as given in Annexure 06)
- ▶ Duly filled up Annexure 05 – Eligibility criteria compliance
- ▶ Duly filled up Annexure 13 - Pre Contract Integrity Pact
- ▶ Supporting credential letters or copies of documentation from clients or system integrators certifying compliance
- ▶ 1 compact disk (CD) containing the soft copy of Eligibility bid & supporting documents

#### Technical Bid

- ▶ Table of Contents (list of documents enclosed)
- ▶ 1 copy of the technical proposal with pages properly numbered. The technical proposal should be bound in such a way that the sections of the proposal could be removed and separated easily;
- ▶ 1 copy of the masked price bid (masked price bid is a copy of the price bid **without any prices.** Please note that the masked price bid should be an **exact reflection of the commercial bid** submitted by the vendor as part of the commercial offer except that the masked price bid **should not contain any financial information.**)
- ▶ 1 compact disk (CD) containing the soft copy of technical proposal should be provided
- ▶ 1 hard copy of the Annexure 11 Compliance to Reverse Auction.

#### Commercial Bid

- ▶ 1 hard copy of the Indicative Commercial Bid (ICB) (Refer Annexure 10 – Commercial Bill of Material).



1 compact disk (CD) containing the soft copy of the Indicative Commercial Bid (ICB) (Refer Annexure 10 – Commercial Bill of Material for format)

The RFP response documents should be submitted to the Bank in duplicate in paper copies (i.e. two sets (original set and duplicate set)).

**Please note that if any envelope is found to contain eligibility, technical and commercial offer in a single envelope or commercials are provided along with the technical or eligibility response, then that offer will be rejected outright**

The bidder should certify that the contents of the CDs are the same as that provided by way of hard copy. In the event of a discrepancy, details provided in the hard copy will be true.

All the pages of the proposal including annexure, appendices and documentary proofs should be numbered and be signed by the authorized signatory

Copy of the tender document duly putting the seal and signature on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein should also be enclosed in the Master Envelope.

The proposal should be prepared in English in MS Word / Excel / Power point format. The email address and phone / fax numbers of the bidder shall also be indicated on sealed envelopes.

Bidder should submit two separate demand drafts/banker's cheques / pay orders drawn in favor of Bank of Maharashtra payable at PUNE towards Application Money and Bid security as stated in section 1 of this document.

Paper copies of RFP response should be submitted along with Demand draft / Banker's Cheque / Pay order for application money (which shall be non- refundable and bid security deposit and electronic copy (Microsoft word and Excel on CD ROM) of technical bid submissions must be submitted to the bank at the following address:

**Deputy General Manager  
IT Dept.  
Bank of Maharashtra  
Head Office,  
Lokmangal, Shivaji Nagar,  
Pune - 411005**

The sealed bid envelopes as mentioned above should be delivered to

Deputy General Manager,  
IT Dept.  
Bank of Maharashtra  
Head Office,  
Lokmangal, Shivaji Nagar, Pune - 411005

Submission will be valid only if:

- ▶ Copies of the RFP response documents are submitted as per defined clauses in Section 2 and before the mentioned RFP closing date and time
- ▶ Submission is not by Fax transmission

Only one Submission of response to RFP by each bidder will be permitted. In case of partnerships / consortium, only one submission is permitted through the lead bidder.



Last date for submission of the response to the tender document is mentioned in Section 1 of this document.

All responses would be deemed to be irrevocable offers / proposals from the bidder's and may if accepted by the Bank form part of the final contract between the Bank and the selected bidder. Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Annexure 06 – Cover letter). Unsigned responses would be treated as incomplete and are liable to be rejected.

Technical Proposal Format

The bidder's proposal must effectively communicate their solution and be formatted in the specified formats in order for the Bank to assess the alternatives. Therefore, proposals must be submitted with the following sections.

The technical bid should be structured in the following sequence

1. Covering letter as Annexure 6
2. Executive Summary: The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of SP's organization and position with regards to Datacenter co- hosting services for Banking Sector. A summary of the SP's facilities and services that will be provided as a part of this procurement should follow. A brief description of the unique qualifications of the SP should then be provided followed by a summary on capabilities such as resources and past experience of providing such services. Information provided in the Executive Summary is to be presented in a clear and concise manner.
3. SP shall provide the proposed seating area layout clearly indicating the total space being factored for the dedicated seating area
4. SP shall provide the proposed Server caged area layout clearly showing the placement of the racks in the server caged area along with indicative positioning of the BMS equipment like CCTV cameras, Fire/ smoke detectors, access control system, rodent repellent, etc.
5. Technical Requirements compliance: The Datacenter Solution Features Section of the SP's proposal must consist of a response to the technical requirements in Annexure 1. The SP's response must explain the technical specifications wherever required.
6. Other areas that need to be elaborated are:
  - a. Facilities provided in Server room and NOC room
  - b. Power Provisioning - Power Supply Systems along with details of the redundancy /backup features,
  - c. Precision air conditioning
  - d. Security Access
  - e. Coverage of Building management system
  - f. Others, if any
7. Copy of Bill of material without commercials as per Annexure 10 – Commercial Bill of material;
8. Queries in the format as given in Annexure 8: Pre-bid Query Format;
9. Annexure 3 Conformity with Hardcopy Letter
10. Annexure 4 Conformity Letter
11. Annexure 2 Undertaking on ownership or leased status



12. Compliance to Annexure 7 - Service Levels

13. Annexure 12 List of Deviations Requested

## 7.2 Late Bids

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the bidder.

## 7.3 Clarification of Bids

During the bid evaluation, the bank may, at its discretion, ask the bidders for clarifications with respect to their bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. Bank has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement according to the scope of the work.

## 7.4 Pre bid meeting

For clarification of doubts of the bidders on issues related to this RFP, the bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP.

For any clarification with respect to this RFP, the bidder may send an email to [siva.devara@mahabank.co.in](mailto:siva.devara@mahabank.co.in) , [rajikiran.lalam@mahabank.co.in](mailto:rajikiran.lalam@mahabank.co.in) , [dccm@mahabank.co.in](mailto:dccm@mahabank.co.in) , [agmdc@mahabank.co.in](mailto:agmdc@mahabank.co.in) . The format to be used for seeking clarification is mentioned in Annexure 08: Pre Bid Query Format. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be to the designated e-mail ID as stated earlier.

Written requests for clarification may be submitted to the bank as per the last date to submit pre-bid queries mentioned in the RFP. It may be noted that no queries of any bidder shall be entertained after the last date for submission of queries via e-mail. **Only two authorized representatives of the bidder who have purchased the RFP will be allowed to attend the pre-bid meeting.**

## 7.5 Rejection of Bids

The bank reserves the right to reject any or all the bids or scrap the bidding process at any stage without assigning any reason. The Earnest Money Deposits in such event will be returned by the bank. However, the participation fee will not be refunded.

## 8. Terms and conditions

### 8.1 General

The SPs should adhere to the terms of this tender document and would not accept any deviations to the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided in Annexure 12. The Bank reserves its right to not accept such deviations to the tender terms.

The SP appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services.

Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the SP responses would not be incorporated automatically in the tender document.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the SP, the tender document shall be the governing document for arrangement between the Bank and the SP

### 8.2 Rules for responding to this tender document

#### Response document

- 8.2.1.1 All responses should be in English language. All responses by the SP to this tender document shall be binding on such SP for a period of 180 days after opening of the commercial bids
- 8.2.1.2 The technical bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the SP would have the choice to maintain the bid security with the Bank or to withdraw the bid and obtain the security provided.
- 8.2.1.3 The SP may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the SP subsequent to the closing date and time for submission of the offers.
- 8.2.1.4 The SP is required to quote for all the components/services mentioned in the Section 4.2 "Project scope" and Section 5 "Detailed Requirements" and all other requirements of this RFP. In case the SP does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 8.2.1.5 Based on the Bank's requirements as listed in this document, the SP should identify the best-suited site that would meet the bank's requirements and quote for the same. The



SP should not give options to the Bank to select from. The SP shall provide the best option and quote for the same.

- 8.2.1.6 The offer should specify only a single site for DC/ NDR co-hosting, which is cost-effective and meeting the tender document specifications. It is the responsibility of the SP to provide the best suitable solution.
- 8.2.1.7 In the event the SP has not quoted for any mandatory or optional items as required by the Bank and forming a part of the tender document circulated to the SP's and responded to by the SP, the same will be deemed to be provided by the SP at no extra cost to the Bank.
- 8.2.1.8 The Bank is not responsible for any assumptions or judgments made by the SP for proposing and preparing the site. The Bank's interpretation will be final.
- 8.2.1.9 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the SP and responded by the SP have been quoted for by the SP, and there will be no extra cost associated with the same in case the SP has not quoted for the same.
- 8.2.1.10 In the event the Bank has not asked for any quotes for alternative prices, and the SP furnishes the alternative price in the SP's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- 8.2.1.11 In the event optional prices (if requested in RFP are not quoted by the SP, for items where such prices are must and required to be quoted for, the highest price quoted by any of the participating SP will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation. The same item has to be supplied by the SP free of cost.
- 8.2.1.12 The SP at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for site readiness and availability etc. as mentioned in the tender document circulated by the Bank. SP shall be fully responsible for deviations to the terms & conditions, site readiness etc. as proposed in the tender document

#### Price Bids

- 8.2.1.13 The SP is requested to quote in Indian Rupees ('INR'), in the format provided in Annexure 10 - Commercial Bill of Material. Bids in currencies other than INR would not be



considered. The date for reverse auction will be communicated separately to the successful SP post the completion of the eligibility and technical evaluation.

- 8.2.1.14 The prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from the date of e-procurement process.
- 8.2.1.15 The price quoted by the SP should be inclusive of all taxes, duties, levies, etc. except GST. GST will be paid at actuals. There will be no price escalation during the contract period and any extension thereafter.
- 8.2.1.16 If the SP makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
- 8.2.1.17 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected SP will be final and binding on the SP and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the SP should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the SP". Bidder should ensure that the project should not suffer for any reason.

#### Price Comparisons

- 8.2.1.18 The Bank will consider the Total Cost of Ownership (TCO) over a five-year period. The optional (if requested in RFP) items would also be considered in the TCO.
- 8.2.1.19 The Bank, may decide to choose to avail the optional items at any point during the contract on the same cost.
- 8.2.1.20 For comparison purposes the Bank will consider the Optional (if requested in RFP) Items as well.
  - 8.2.1.20.1 The Price offer shall be on a fixed price basis and should include: All taxes, duties and levies, Service Tax of whatsoever nature if any; except GST and Services which are required to be extended by the SP in accordance with the terms and conditions of the contract. GST will be paid at actuals
  - 8.2.1.20.2 The SP must provide and quote for all the services as desired by the Bank as mentioned in this tender document.
- 8.2.1.21 Responses to this tender document should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a SP shall not result in any claim whatsoever against the bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 8.2.1.22 The site will be deemed accepted only when all the facilities are in place and in working condition as per Bank's requirement.
- 8.2.1.23 By submitting a proposal, the SP agrees to promptly contract with the Bank for any work awarded to the SP. Failure on the part of the awarded SP to execute a valid contract





with the Bank will relieve the Bank of any obligation to the SP, and a different SP may be selected.

- 8.2.1.24 Any additional or different terms and conditions proposed by the SP would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 8.2.1.25 The SP must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the SP's performance and may lead to order cancellation.
- 8.2.1.26 The SP represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, of providing Co-Hosting Services. The SP also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the SP of responsibility for the performance of all provisions and terms and conditions of this tender document, the SP should fulfill all the terms and conditions of this tender document.
- 8.2.1.27 The SP represents that the proposed site infrastructure and its documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The SP further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the proposed site infrastructure and shall be prepared and maintained in accordance with the highest industry data center standards. The SP represents and undertakes to obtain and maintain validity throughout the contract, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the SP for performance of the obligations of the SP. The SP further undertakes to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the SP.
- 8.2.1.28 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the SP. The Bank shall not be responsible for any judgments made by the SP with respect to any aspect of the Service. The SP shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for site availability etc. as mentioned in this tender document.
- 8.2.1.29 The Bank and the SP covenants and represents to the other Party the following:
- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- 8.2.1.30 The execution, delivery and performance under an Agreement by such Party:
- ▶ Will not violate or contravene any provision of its documents of incorporation;





- ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- ▶ To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

8.2.1.31 The SP undertakes to provide appropriate human as well as other resources required, to provide the requirement for Bank's Datacenter as part of the contract, from time to time.

8.2.1.32 The Bank would not return the bid documents to the SPs

8.2.1.33 The Bank shall not be held liable for costs incurred during any negotiations on proposals or proposed contracts or for any work performed in connection therewith.

#### Changes to the tender document

8.2.1.34 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The bank will inform all SPs about changes, if any.

8.2.1.35 The Bank may revise any part of the tender document, by providing a written addendum to all short-listed Bidders at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date.

8.2.1.36 The Bank reserves the right to extend the dates for submission of responses to this document.

8.2.1.37 Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the spocs as mentioned in section 7.4 Pre bid Meeting, IT at the address mentioned in earlier, and should be received by the point of contact no later than the time specified in Section 1 of this document. Responses to inquiries and any other corrections and amendments will be distributed to all the Bidders in the form of electronic mail or hardcopy or updated on the Bank's website or newspaper



journals; the preference for distribution would be with the Bank. The SP, who posed the question, will remain anonymous.

- 8.2.1.38 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all SPs and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 8.2.1.39 The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any SP, and / or to listen to any representations.
- 8.2.1.40 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 8.2.1.41 Details of Sub-contracts, as applicable – If required by the Bank, SPs should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the SP, the SP shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the SP to perform its obligations. The SP shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
- 8.2.1.42 If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the SP will have to submit the clarification within 3 days from the day it was conveyed to the SP regarding the same.
- 8.2.1.43 Bidder shall inform their readiness for the pre-commissioning inspection at least 15 days in advance. All reasonable facilities, tools and assistance including access to drawings should be provided to the Bank's officials and their consultants during inspection. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants if the site offered for inspection is not as per Bank's requirement or the conditions are not complied with. The site should be ready for inspection as per the stipulated timelines in this tender. If the SP fails to intimate the date of inspection as per the timelines stipulated in this tender, it will be treated as a breach of contract and the Bank reserves the right to levy penalty, as specified in Section 9.13.
- 8.2.1.44 The site will not be accepted as complete if any facility as required is not available or not up to the standards projected by SP in their response and the requirement of this tender.
- 8.2.1.45 There will be an acceptance inspection by the Bank or its nominated consultants for the site. In case of discrepancy in facilities provided, the Bank reserves the right to cancel the entire purchase contract. The inspection will be arranged by the SP at the sites in the presence of the officials of the Bank and / or its consultants. The contract tenure for the site will commence after acceptance of the site by the Bank. The inspection will



involve checking of the facilities – like access control, caging, electrical cabling, precision AC, power supply systems, electrical system, no. of points, seating space, BMS components and tools etc. There shall not be any additional charges for carrying out this inspection. The Bank will take over the site on satisfactory completion of the above inspection. The Installation cum Acceptance Test & Check certificates jointly signed by SP's representative and Bank's official or any consultant / auditor appointed by the Bank should be received at IT Department, Pune along with invoice etc. for scrutiny before taking up the request for consideration of payment.

- 8.2.1.46 The SP is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The SP shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. SP shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by SP and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the SP, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of SP shall be paid by SP alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of SP's employee, agents, contractors, and subcontractors.
- 8.2.1.47 The Bank will scrutinize the technical bill of material and conformity to the requirements as specified in the RFP. As part of this process the Bank will try and normalize to the extent possible technical requirements and comparisons to the extent possible between vendors. In the event of major deviations in the technical bids submitted by the SP the Bank may choose to provide for a re-pricing option to all the technically short-listed SP's. The SP agrees that it has no reservations with this process.

#### IT ACT

- 8.2.1.48 The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The SP must submit a self-declaration to this effect.

#### Aadhar ACT

- 8.2.1.49 The Successful SP must comply with Aadhar Act 2016.

#### ISMS Framework

- 8.2.1.50 The SP shall abide by the ISMS framework of the Bank. Bidder shall abide by the ISMS policy and any other policy and subsequent procedures of the Bank.

#### Authorized Signatory

- 8.2.1.51 The selected SP shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract. The selected SP shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Bank Secretary, authorizing an official or Officials or a Power of Attorney copy to discuss, sign agreements/contracts with the



Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

## 9. Terms of Reference

### 9.1 Contract Commitment

The Bank intends that the contract, which is contemplated herein with the bidder, shall be for a period of FIVE years. The Bank at its sole discretion may enter into the 5 year contract for providing DC Co Hosting and NDR relocation services. The contract period will start from the date of acceptance of the project by the Bank of the successful bidder.

### 9.2 Payment terms

The SP must accept the payment terms proposed by the Bank. The financial bid submitted by the SP during the e-procurement process must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the SP, in case of delays or defaults on the part of the SP. Such withholding of payment shall not amount to a default on the part of the Bank.

The cost of one time charges, if any, would be payable on successful commissioning and completion of acceptance test exercise for all activities or services deemed to be one time installation in this RFP.

Payment for Co-hosting of the DC/ NDR: Payment for Co-hosting of the DC/ NDR will be divided into 4 equal installments for the year and paid quarterly in arrears post the successful commissioning of the co-hosting site and acceptance of all the relevant requirements under this RFP.

The quantity of electric units mentioned is indicative and will be considered for bid evaluation purposes only. Moreover, the Bank will pay on the basis of their actual consumption and the unit rate will be considered accordingly. The units (kWh) expected to be consumed per year is 8,00,000 for DC and 70,000 for NDR. The factor considered for conversion from KV to KW is (0.9).

The invoices should contain full details of all the items contracted by the Bank, as reflected in Bill of Material and should not contain any clauses contrary to the terms of the contract and if any such clause exists in the Invoice/any other documents, the same will not be valid and cannot be held against the Bank.

The Bank shall deduct appropriate Tax as applicable at source from the payment against the services and corresponding TDS certificate will be issued at the end of the respective quarter.

Bidders PAN number, GST no. and Sales Tax no. to be furnished. Xerox copies of PAN card, GST certificate has to be submitted as required by the Account department for verification.

The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within 30 working days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.

Any objection / dispute to the amounts invoiced in the bill shall be raised by the Bank within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within reasonable time of the settlement of such disputes. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.



All the payments becoming due during each of the quarters of the contract period will be paid at the end of the respective quarter. The first quarter for this purpose will end after 3 months from date of signing of the contract or master agreement with the Bank.

### 9.3 Acceptance of the Site

The Bank will carry out the inspection of the DATACENTER prior to accepting the site/s. The SP shall assist the Bank in the inspection of various facilities provided to the Bank. For e.g. inspection of the cage area, cooling effect, power equipment, BMS equipment/tools etc.

### 9.4 Compliance with all applicable laws

The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender..

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project.

### 9.5 Limitation of Liability

Vendor's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.

Vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by vendor as part of procurement under the RFP.

In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP and subsequent agreement or the hardware or the software delivered hereunder, howsoever it is expressly agreed between the Parties that for any event giving rise to a claim which is attributable to the bidder, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.

### 9.6 Indemnity

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- (i) an act or omission of Bidder , its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder,
- (iii) use of the allocated site and or facility provided by Bidder,





the overall liability for (i), (ii) and (iii) of this clause shall be subject to limited agreed between the parties under clause 9.6 Limitation of Liability of the RFP,

- (iv) Infringement of any patent, trademarks, copyrights, Intellectual Property Rights, etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.

Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 9.6 Limitation of Liability of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment providing facility to Bank's equipment at all points of time, provided however,

- (i) the Bank notifies Bidder in writing immediately on aware of such claim,
- (ii) Bidder has sole control of defense and all related settlement negotiations,
- (iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and
- (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court.

It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the vendor and vendor shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.

The Successful Bidder shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by Bidder or its employees/ agents/ persons employed by third parties.

This indemnification is only a remedy for the Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

Successful Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;
- Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the Bidder as governed by Indian IT Act.
- the breach by the Bidder of any of its obligations under Confidentiality,



## 9.7 Earnest Money Deposit

Prospective bidders are required to submit Bank Guarantee drawn in favor of “Bank of Maharashtra” payable at Pune, towards earnest money deposit (EMD). The Bank may accept bank guarantee in lieu of EMD for an equivalent amount valid for 210 days from the last date of bid submission and issued by any scheduled commercial bank acceptable to the Bank. The Bank will not pay any interest on the EMD. The EMD if submitted in form of BG, should be from bank other than Bank of Maharashtra.

In case of a Bank Guarantee from a bank other than an Indian Public Sector Bank, prior permission of the Bank is essential. The format of Bank Guarantee is enclosed in Annexure 09 – Bid Security Form.

The EMD made by the bidder will be forfeited if:

1. The bidder withdraws his tender before processing of the same.
2. The bidder withdraws his tender after processing but before acceptance of the PO issued by Bank.
3. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
4. The bidder violates any of the provisions of the terms and conditions of this tender specification.

The EMD will be refunded to

1. The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) (issued by a scheduled commercial Bank other than Bank of Maharashtra ) acceptable to Bank for 10% of the total project cost for 5 years and valid for 66 months including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 working days of the PO issued from the Bank. The PBG should be from a bank other than bank of Maharashtra
2. The Unsuccessful Bidder, only after acceptance of the PO by the selected bidder.

## 9.8 Performance Bank Guarantee

1. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) (issued by a scheduled commercial Bank other than Bank of Maharashtra ) acceptable to Bank for 10% of the total project cost – for 5 years including claim period of 6 (six) months hence 66 months in total, validity starting from its date of issuance.
2. The PBG shall be submitted within 15 working days of the PO from the Bank.
3. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
4. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.





5. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
6. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may invoke the PBG after providing 30 days cure period to the Bidder.
7. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank may invoke the PBG.
8. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.
9. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
10. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

## 9.9 Inspection of records

All records captured – video, security register, access control of Bank's, hardware movement, helpdesk tickets, escalations etc. for the allocated server room, NOC room and any other area provided to the Bank shall be made available to the Bank or its designees (external or internal to the bank) at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

## 9.10 Publicity

Any publicity by the bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

## 9.11 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above



restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

### 9.12 Penalties and delays in Bidder's performance

The SP should provide uninterrupted facility to the Banks Datacenter IT equipment as per the requirements of this tender. Inability of the SP to either ensure readiness of the site as per specifications within defined timelines or to meet the service levels as specified in Annexure 7 shall be treated as breach of contract and would invoke the penalty clause.

The proposed rate of penalty with respect to non-adherence to service levels is mentioned in Service level – Annexure 7. Overall cap for penalties will be 10% of the contract value. Thereafter, the contract may be cancelled. The bank also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to the bank.

Notwithstanding anything contained above, no such penalty will be chargeable on the SP for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

Delivery of the Goods and performance of the Services shall be made by the SP in accordance with the time schedule specified by the Bank.

If at any time during performance of the Contract, the SP should encounter conditions impeding timely delivery of the Goods and performance of the Services, the SP shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the SP's notice, the Bank shall evaluate the situation and may at its discretion extend the SP's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Any delay by the SP in the performance of its delivery obligations shall render the SP liable to the imposition of liquidated damages, unless extension of time is agreed upon without the application of liquidated damages

#### LIQUIDATED DAMAGES

The Bank will consider the inability of the bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc.) by the bidder.

Installation will be treated as incomplete in one/all of the following situations:

- ▶ Non-delivery of any component or other services mentioned in the order
- ▶ Non-delivery of supporting documentation
- ▶ Delivery/Availability, but no installation of the components and/or software
- ▶ Ill-integration
- ▶ System operational, but unsatisfactory to the Bank

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof



(3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.

Further, the Bank also reserves the right to cancel the order and invoke the Bank Guarantee/Performance. Guarantees in case of inordinate delays in the delivery/ installation of the equipment. Bank may provide a cure period of 30 days and thereafter foreclose the bank guarantee without any notice. In the event of Bank agreeing to extend the date of delivery at the request of Successful Bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event Bank, however, reserves its right to foreclose the bank guarantee.

### 9.13 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.

Responses received become the property of the Bank and cannot be returned. Responses will not be used and shared with third party for any means. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder.

“Confidential Information” means any and all information that is or has been received by the bidder (“Receiving Party”) from the Bank (“Disclosing Party”) and that:

- (a) Relates to the Disclosing Party; and
- (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by the Bank with the bidder to host Banks equipment at the site.
- (e) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.



(f) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.

1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
2. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
3. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
  - ▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
  - ▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
  - ▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
  - ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
  - a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
  - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
  - c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
  - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. The restrictions in the preceding clause shall not apply to:



- a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- c. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- d. The confidentiality obligations shall survive the expiry or termination of the agreement between the bidder and the Bank.

#### 9.14 Force Majeure

1. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
3. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform bidder's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations in an endeavor to find a solution to the problem.

#### 9.15 Resolution of disputes

1. The Bank and the supplier bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the bidder, any disagreement or dispute arising between them under or in connection with the contract.
2. If the Bank project director and bidder project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the bidder and Bank respectively.



3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the bidder and Bank, the Bank and the bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
4. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Pune.

#### 9.16 Notices

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

#### 9.17 Governing Law & Jurisdiction

This tender document shall be governed and construed in accordance with the laws of India. The courts of Pune alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

#### 9.18 Exit option and contract re-negotiation

1. The Bank reserves the right to cancel the contract/order in the event of happening one or more of the following Conditions, that are not occasioned due to reasons solely and directly attributable to the Bank alone:
  - a. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 15 working days of receipt of purchase contract;
  - b. The selected bidder commits a breach of any of the terms and conditions of the contract.
  - c. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
  - d. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.
  - e. Deduction on account of liquidated damages exceeds 10% of the total contract price.





- f. Delay in site readiness and handing over the site to the Bank, beyond the specified period for the same as mentioned in the order.
  - g. Serious discrepancy in the quality of service / facility / security.
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
3. In addition to the cancellation of the contract, the bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. Further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder.
4. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
5. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
6. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3<sup>rd</sup> party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a bidder who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services.
7. The reverse transition services to be provided by the vendor shall include the following:
  - a. The vendor shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the data center.
  - b. Vendor shall provide adequate documentation thereof.
  - c. The vendor shall jointly manage the data center with the bank or designated team for a reasonable period of time
  - d. The vendor shall assist the bank in relocation of disaster recovery site facility, if desired by the bank.
8. Knowledge transfer: The Vendor shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Vendor shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Vendor's Intellectual Property Rights of this Agreement.
9. The cost for reverse transition if any should be part of the commercial offer.
10. During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new vendor to take over and continue to manage the services. The bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exist of the parties.





11. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
12. The Bank and the bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
13. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected vendors as would be required in the event of the shifting of the site

### 9.19 Intellectual Property Rights

All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.

Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.

Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank

Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.

### 9.20 Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.



## 9.21 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

## 9.22 Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

## 9.23 Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure 13.

Signing of the IP with the bank would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Foreign Bidders shall disclose the name and address of agents and representatives in India and Indian Bidders shall disclose their foreign principles or associates. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process

Bidders shall disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.

The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

<b>Shri. Nilmoni Bhakta</b> Address - A-801, PBCL CHS Ltd., Plot No. 3, Sector 46 A, Nerul, Navi Mumbai, 400706 Email - <a href="mailto:nilmoni.bhakta@gmail.com">nilmoni.bhakta@gmail.com</a>	<b>Shri. Madan Lal Sharma</b> Address - K-23, Jangpura Extension New Delhi Email - <a href="mailto:ml.sharma1965@yahoo.com">ml.sharma1965@yahoo.com</a>
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Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.

#### 9.24 Visitorial Rights

The Bank reserves the right to visit any of the bidder's premises without prior notice to ensure that the Bank's equipment hosted at the site are not misused.

#### 9.25 Termination

1. The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.
2. The Bank shall be entitled to terminate the agreement at any time by giving notice if:
  - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
  - b. The bidder
    - i. has a winding up order made against it; or
    - ii. has a receiver appointed over all or substantial assets; or
    - iii. is or becomes unable to pay its debts as they become due; or
    - iv. enters into any arrangement or composition with or for the benefit of its creditors; or
    - v. passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
3. The bidder shall have right to terminate only in the event of winding up of the Bank.

#### 9.26 Effect of termination

1. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
2. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
3. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
4. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
5. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.



## 10. Disclaimer

The scope of work document is not an offer made by Bank of Maharashtra but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.



## 11. List of Abbreviations

Acronym	Full Form
AM	Approach and Methodology
AMC	Annual Maintenance Contract
ARA	At risk amount
ATS	Annual Technical Support
BOM	Bill of Materials
CB	Commercial Bid
CD	Compact Disk
CRM	Customer Relationship Management
DC	Data Centre
NDR	Near Site
DR	Disaster Recovery
EMD	Earnest Money Deposit
FR	Functional Requirements
GUI	Graphical User Interface
IT	Information Technology
NBFC	Non-Banking Financial Company
NDA	Non-Disclosure Agreement
PB	Project Demonstration & Bid Presentation
PBG	Performance Bank Guarantee
PE	Past Experience
PO	Purchase Order
PoP	Point of Presence
PSU	Public Sector Undertaking
RCA	Root cause analysis
RDBMS	Relational Database Management Systems
RFP	Request for Proposal
SAN	Storage Area Network
SCB	Scheduled Commercial Bank
SI	System Integrator
SLA	Service Level Agreement
TB	Technical Bid
TCO	Total Cost of Ownership
TR	Technical Requirements
CBS	Core Banking Solution



## 12. Annexures

### 12.1 Annexure 1: Technical Requirements

Technical Requirements for PDC Co-Hosting			
S No.	Functionality	Complied/ Non- Complied	Remarks
General			
1	The proposed data center co-hosting infrastructure should be of Tier-III (or higher).		
2	The floor level of data center should be one or more floors above the ground level		
3	A separate cage Area dedicated for the Bank within the server room/ Hall room		
4	Biometric entry for the caged area.		
5	The proposed data center should have a load bearing capacity of minimum 1500Kg/Sq. m.		
6	False flooring tile made of Calcium silicate		
7	Anti-static raised floor tiles with 30mm thickness (e.g. Calcium silicate)		
8	Diesel Tanks (for generators) - The data center should have high capacity diesel tanks for ensuring 72 hour power backup with contracts for fuel supply on demand. Generators should be capable of providing power continuously if fuel tanks are refilled.		
9	Proposed Data center to maintain the PUE from 1.5 to 1.8		
10	Freight Lift- The data center should have a high capacity freight lift for ease of movement of servers and high density H/W devices		
11	The design for cooling infrastructure at the data center should be in line with standard guidelines to support high density cooling needs		



12	The Bidder should have the following Certifications / compliance document and certifications should be in-force: a) ISO 27001 or BS 7799 - 3 Certified b) NFPA 70 & 75 c) IS 1893:1984 Seismic Compliance d) TIA 942 compliance e) Air Quality in data center site should be of severity level G1 (mild) as per ISA-71.04		
13	The proposed Data Center area (viz. the server room, telecommunication room, staging room, IT equipment storage facility) should not have been flooded due to any reason in the past.		
<b>Server Room Area</b>			
14	Bidder to provide the following clear space area considered: DC: 1300 Sq. Ft NDR: 300 Sq. Ft Layout of proposed space to be provided		
15	Layout of proposed space to be provided, The server room area should have a raised floor height of minimum 2ft or as per Tier III Data Center Standards.		
16	The server hall height from raised floor to false ceiling should be at least 10ft or as per Tier III Data Center Standards		
17	Frequency - 50 Hz +/- 1Hz		
18	Dust level less than 5 micron		
19	Access card entry for the server hall area		
20	The temperature in the server room should be as per ASHRAE's standard		
21	The humidity at the data center should be as per ASHRAE's standards		
22	The server hall should have advanced fire detection & suppression systems through systems like VESDA & FM 200/FE 227 respectively		
23	Gate passes to enter SP's premises for Bank's representatives- free of any cost.		
24	Audit reports of people accessing the server room should be available to Bank of Maharashtra (BOM). Bidder can keep the standard access logs for 90 days and should be made available to BOM based on BOM's request		





25	Availability of single phase & three phase power to support bank's equipment in the caged area.		
26	The bidder shall provide the electrical cabling of the racks to be hosted in the proposed rack space area.		
27	A power meter that can measure the exact power consumption by the BANK's equipment shall be setup for the BANK's in caged area.		
28	Power should be available from two different power sources (PDUs)		
29	Two separate power paths from the two separate UPS to be provided to the server/network communication room		
30	UPS should be configured in redundant mode		
31	Power sockets will be made available by Bidder and Availability of single and three phase power system.		
32	32 amps and 64 amps power sockets will be made available by Service provider		
33	The entire solution have power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source. In case of primary power failure, UPS should have back up power for minimum 30 minutes.		
34	Each rack should be provided with minimum 5 KVA of power per rack		
35	The bidder should be have adequate power and cooling requirement factored to accommodate the scale of the requirement in full rack configuration utilization. Additional power if required to be made available.		
36	The proposed server hall area should be well covered in fire detection and suppression system		
37	The data and power conduits laid for Bank of Maharashtra Cage shall not be shared by any other customer.		
<b>Building Management System</b>			
38	Entry and exit should be restricted and monitored and should also be in CCTV surveillance coverage		
39	Security for the building should be available 24*7 at the entry and exit levels		
40	Biometric access to the common entry to the server room/hall area should be available		



41	The proposed data center should have microprocessor based system to detect water leakage within a short period of time and fire alarm system		
42	There should be CCTV (with night vision with 12m range) monitoring for surveillance of the BOM racks in the server hall area. The CCTV surveillance should cover BOM's rack space area and other critical areas where Bank's components are placed. Activities should be recorded and the archival should be kept for at-least 90 days. Thereafter it should be provided to BOM on DVD/kept in storage devices (External Hard Disk – USB).		
43	Smoke detection and fire suppression for the building to be available		
44	All the building management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis		
45	The doors for the server room/hall area, communication room, and other critical areas should be fire rated		
46	The Server room/ Hall should have precision air conditioning with redundancy or the bidder can provide in-row cooling.		
47	Redundant CRAC units to facilitate high density cooling needs		
48	The data center should have electronic rodent repellent systems with operation ability on varied frequency range		
49	The bidder should share the video monitoring data in case required by BANK within a period of 3 days post official request raised by BANK at no additional cost		
<b>Communication Area</b>			
50	Telecom junction box, multiplexers of various service providers to be available in and around the building		
51	The co-hosting facility service provider should extend the link terminated by the link service provider on the junction box till the server room where the BANK's equipment will be located at no extra cost throughout the contract period.		



52	If the Telecom junction box, multiplexers of service provider from whom Bank would be getting the links is not available then the DC service provider should allow the commissioning of the same and provide power and space without any cost		
<b>Seating Space</b>			
53	Seating space for 15 seats at DC Site to be provided by the bidder which could be scalable to 20 seats at site.  Seating space for 3 seats at NDR site to be provided by the bidder.		
54	The seating area provided to the BANK shall have the network connection facility available between the seating area and the BANK's server hall/server room		
55	The network link required between seating area and Bank's server caged area shall be provided within 24 hours of such request from the Bank.		
56	Adequate locker facility should be provided in the seating area. The seating area furniture should be modular furniture with Keyboard tray for each table		
57	The UPS / generator backup power facility should be provided to the proposed seating area. SP shall provide UPS backed up 3 power points per seat.		
58	Bidder should provide a storage cabinet of approximate 6 ft. x 3 ft. with multiple shelves to keep documents.		
59	The SP shall provide a separate space to accommodate Bank's Fire vault cabinet (2.5' width x 2.5' length x Height- 3.5') in the seating area.		

**Authorized Signatory's Name**

**Signature**

**Designation**

**Address**

**Email and phone #**



## 12.2 Annexure 2: Undertaking on ownership or leased status

Undertaking from Service provider on ownership of proposed premise or unexpired lease period on proposed site (on Service provider's letter head)

RFP No : **142019**

Date : 18-Sep-2019

To

General Manager (IT),

Bank of Maharashtra

Information Technology,

Central Office,

Lokmangal, Shivaji Nagar,

Pune - 411005

Subject: Undertaking of ownership of site / premises proposed for Datacenter for the bank (in case of owned site) OR

Undertaking of unexpired lease period on the proposed Datacenter period for the bank (in case of leased premises)

Dear Sir,

### **In case of owned sites**

We hereby undertake that the following site address proposed by us, is owned premise and is registered in the name of M/S (Service provider name) vide sale agreement # (XX) dated XX:

Site address:

Sale agreement reference #

Sale agreement dated:

### **In case of leased site**

We hereby undertake that the following site address proposed to the bank as Datacenter, is a leased premise vide lease agreement dated XX, between M/S (Service provider name) and (Name of the Lessor). The details of the lease period for the premises is as mentioned below:

Address of the Site proposed to the bank

Lease agreement dated:

Validity of the lease period:

Name of the lessor:

Unexpired lease period on RFP Response due date:

Please note that the sale agreement / lease agreement copies (whichever applicable) are enclosed herewith as supporting documents.

Kindly refer to us in case of any clarifications.

Warm Regards,

Authorized person's Name

Signature

Designation

Address

Email and phone #



### 12.3 Annexure 3: Conformity with Hard copy Letter

(Proforma of letter to be given by all the Vendors participating in the RFP for Co-Hosting Primary Data Center & Relocating Near Site on their official letterheads.)

To

General Manager (IT),  
Bank of Maharashtra  
Information Technology,  
Head Office,  
Lokmangal, Shivaji Nagar,  
Pune - 411005

Dear Sir,

Sub: **RFP - 142019** for co-hosting Primary Data Center & Relocating Near Site dated 18-Sep-2019.

Further to our proposal dated \_\_\_\_\_, in response to the Tender Document No: **142019**, dated: 18-Sep-2019 issued by Bank of Maharashtra ("**Bank**") we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the Tender Document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name



#### 12.4 Annexure 4: Conformity Letter

(Proforma of letter to be given by all the vendors participating in the RFP for co-hosting Primary Data Center & Relocating Near Site on their official letter-head.)

To

General Manager (IT),  
Bank of Maharashtra  
Information Technology,  
Head Office,  
Lokmangal, Shivaji Nagar,  
Pune - 411005

Dear Sir,

Sub: RFP NO: **142019** for Co-Hosting Primary Data Center & Relocating Near Site dated: 18-Sep-2019.

Further to our proposal dated \_\_\_\_\_, in response to the tender Document No: **142019**, dated: 18-Sep-2019 (hereinafter referred to as "**TENDER DOCUMENT**") issued by Bank of Maharashtra ("**Bank**") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 12 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Vendor's corporate name





## 12.5 Annexure 5: Eligibility Criteria Compliance

Eligibility Criteria	Supporting Required	Complied (Yes/No)
The bidder should be a Government Organization/ PSU/ or a Limited Company / Private Limited Company under companies Act, 1956 India or later	Certificate of Registration/ Incorporation whichever is applicable	
The bidder should have minimum experience of providing data center hosting services for last 5 years.	Credential Letter from Companies hosting sites at the SP's co-hosting facility, clearly mentioning that they have taken datacenter co-hosting facility from the Service provider.	
The bidder should have a minimum turnover of Rs.200 crores per annum in any two of the following financial years FY 2016-17, 2017-18 and 2018-19	Audited Financial statements for the financial years 2016-17, 2017-18 and 2018-19 or provisional certificate from chartered Accountant.	
The bidder should have a <b>positive net worth</b> in the last two financial years in India out of the following financial years. 2016-17, 2017-18 and 2018-19 Net worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) – (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets).	Audited Financial statements for the financial years 2016-17, 2017-18 and 2018-19 or provisional certificate from chartered Accountant.	
The bidder should be a <b>profit making entity with respect to operations in India</b> in the last financial year, and, in at least one of the two years preceding the last financial year	Audited Financial statements for the financial years 2016-17, 2017-18 and 2018-19 or provisional certificate from chartered Accountant.	
The bidder should not have been black-listed by any Public Sector Bank, Government, Statutory authority, RBI/NHB or IBA. Bidder must certify to that effect	An undertaking to this effect must be submitted on bidder letter head.	
The bidder must have provided Tier III Data Centre co-hosting facility to at least three companies at any of their co-hosting sites in India. (Out of which One credential should be from a Banking, Financial Service or Insurance (BFSI) Company in India who have co-hosted their Data Centre or Near Site or Disaster recovery site)	Credential Letter from Companies hosting sites at the SP's co-hosting facility, clearly mentioning that they have taken datacenter co-hosting facility from the Service provider.	



Eligibility Criteria	Supporting Required	Complied ( Yes/No)
Proposed Data Centre is owned or in case of leased premises, an unexpired lease period must be for 10 or more years from the RFP Response due date.	Undertaking as provided in Annexure 2 to the effect that the premises are owned / leased by the service provider with other details. Registered Lease agreement and registered sale agreement copies whichever applicable as supporting documents.	
The Bidder should have the following Certifications / compliance document and certifications should be in-force: a) ISO 27001 or BS 7799 - 3 Certified b) NFPA 70 & 75 c) IS 1893:1984 Seismic Compliance d) TIA 942 compliance for Architectural, electrical, cooling and network e) Air Quality in data center site should be of severity level G1 (mild) as per ISA-71.04	Relevant valid certification to be submitted.	
The proposed Data Centre site should be at least Tier III or higher Compliant as per the standards stipulated by the Uptime Institute/TIA 942 for at least Tier III Standards for Constructed Facility and Tier III Standards for Design Documents.	Supporting document - publicly available information of the proposed data center along with an undertaking on a SP's letterhead, clearly mentioning that the address of the proposed Data Centre and that it is complying with tier III requirements.	
Adoption of Integrity Pact	Integrity pact as per Annexure 13	

## 12.6 Annexure 6: Cover Letter

RFP NO: **142019**

Dated: 18-Sep-2019

To,  
General Manager (IT),  
Bank of Maharashtra  
Information Technology,  
Head Office,  
Lokmangal, Shivaji Nagar,  
Pune - 411005

Dear Sir,

1. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, implement and maintain ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this tender and also to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of Tender (Commercial Bid) opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....20

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)

Signature & Seal of Bidder

## 12.7 Annexure 7: Service Level Agreement

### **SERVICE LEVEL DEFINITIONS for Data center facility**

#### **Detailed Service Levels and Definitions:**

This Section describes the service levels that have been established for the Services offered by the SP to the BANK. The SP shall monitor and maintain the stated service levels to provide quality customer service to the BANK.

#### **System availability is defined as:**

$$\frac{\{(Scheduled\ operation\ time - DC/ NDR\ IT\ infrastructure\ downtime)\}}{(scheduled\ operation\ time)} * 100\%$$

Where:

1. "Data Center / DC" means the facility propose by the Service provider to co-host Bank's equipment required to form the Bank's Primary DC.
2. "NDR" means the facility propose by the Service provider to co-host Bank's equipment required to form the Bank's Near Site.
3. "Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
4. "IT infrastructure downtime" subject to the SLA, means accumulated time during which the DC/NDR IT infrastructure is totally inoperable due to in-scope system or infrastructure failure, and measured from the time Bank and/or its customers log a call with the SP help desk of the failure or the failure is known to the SP from the availability measurement tools to the time when the System is returned to proper operation.
5. Here, the business hours are defined as 24X7 on any calendar day the BANK's office/Delivery Channels/Payments system is operational. The SP however recognizes the fact that the BANK may require to access the facility at any point of time round the clock.
6. Critical and Key infrastructure of DC/ NDR will be supported on 24x7 basis.
7. Outage shall commence when each or either fails.
8. If any one or more of the components defined in "Critical" at the DC/ NDR Facility are down resulting in non-availability of Banking solution deployed, then the services listed in the availability measurements table shall be considered for calculating the downtime.
9. Typical Resolution time will be applicable only if any equipment or Infrastructure is down.



LEVEL	Type of Infrastructure	Function / Technology	TYPICAL RESOLUTION time
<b>I. Critical</b>	<b>Environmental Infrastructure</b>	a. Access controls b. UPS supply c. Precision Air conditioning d. Fire Detection System e. Water detection systems f. Humidity Controllers g. Gen-sets h. Building Management Systems i. Cross connects j. Power	<ul style="list-style-type: none"> <li>• During business hours - Within 10 minutes</li> <li>• Non - business hours - Within 30 mins or earlier as per business hours if business hours begin</li> </ul>
<b>II. Critical</b>	<b>Links</b>	a. Link between Communication room and server hall area. b. Links between rack/server hall area and seating area.	<ul style="list-style-type: none"> <li>• During business hours - Within 10 minutes</li> <li>• Non - business hours - Within 30 minutes or earlier</li> </ul>
<b>II. Key</b>	<b>Environmental Infrastructure</b>	a. All other environmental infrastructure being a part of SP solution and not considered as critical.	<ul style="list-style-type: none"> <li>• During business hours - Within 30 minutes</li> <li>• Non - business hours - Within 2 hours or earlier as per business hours if business hours begin</li> </ul>

### Service Levels:

Service Levels will include **Availability measurements.**

Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank by the SP at the end of every month containing the summary of all incidents reported for that period. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.

Audits will normally be done on monthly/quarterly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.

### Availability Measurements:

Level	Type of Infrastructure	Measurement	Expected Service Level (monthly)
Critical	Links & Environmental Infrastructure	Availability of Critical Environmental Infrastructure Elements.	99.982%
Key	Environmental Infrastructure	Availability of Key Environmental Infrastructure Elements	99.982%

### **Penalty Charges**

Inability of the solution (entire Infrastructure provided by the SP for example AC, UPS, DG, Power etc.) to deliver the required functionality at levels expected at the specified volumes (including the expected increase in volumes) detailed under the above clauses would result in breach of contract and would invoke the penalty clause.

#### **For links and other infrastructure**

<b>A &gt;= 99.982%</b>	No Penalty
<b>99% &lt;= A &lt; 99.982%</b>	2 days equivalent of Charges for that year's total DC/ NDR Co-hosting amount
<b>98% &lt;= A &lt; 99%</b>	5 days equivalent of Charges for that year's total DC/ NDR Co-hosting amount
<b>A &lt; 98%</b>	Penalty at the rate of 1% of annual rental charges for every 0.1% lower than the stipulated uptime

Record and data for the Service Availability computations and determinations as available in 'Downtime/ Availability' report.

The penalty including liquidated damages will be subject to an overall cap of 10% of the contract value and thereafter, the contract may be cancelled.

Total DC/ NDR co-hosting charges shall be as per the definition provided in Appendix 1 – Bill of Material.

#### **Availability Service Level Default**

- Availability Service Level will be measured on a monthly basis.
- The SP's performance to Availability Service Levels will be assessed against Minimum Service Level requirements on a monthly basis for each criteria mentioned in the Availability measurement table
- An Availability Service Level Default will occur when the vendor fails to meet Minimum Service Levels, as measured on a monthly basis, for a particular Service Level.

#### **Penalty Calculation:**

##### **Example 1:**

If the Y2 Datacenter Co-Hosting Charge is 1,20,00,000 and the SP achieves an Availability of 99.6% in the month of May (31 days) on Y2.

Penalty to be levied 2 days equivalent of Charges for that year's total Datacenter Co-hosting amount, on a prorate basis

Per Day Charge                       $1,20,00,000 / 365 = 32,877$

Penalty                                       $2 * 32,877 = 65,754$

##### **Example 2:**

96.2 % is the Availability achieved in a particular month and the yearly co-hosting charge is 1,40,00,000 INR

$98\% - 96.2\% = 1.80\%$

$1.80 / 0.1 = 18$  points penalty

1% annual charge

$= 1,40,000$

$18 * 1,40,000 = \text{INR } 25,20,000$

#### **FAULT REPORTING, TROUBLE TICKETING AND CALL CLOSURE PROCEDURE**

- 1) The Bank personnel shall notify the Service Provider DC/ NDR HELPDESK to report a Service Outage. The Service Provider DC/ NDR HELPDESK shall have a Trouble Ticket opened for the Bank and Bank shall quote the Trouble Ticket Number in all future communication.
- 2) Upon opening of a Trouble Ticket, Service Provider shall investigate the reported Service Outage and shall promptly rectify the same.
- 3) In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to the Bank, before taking the equipment in maintenance.





- 4) Any call, which is not resolved within 10 minutes of reporting, must be informed to Bank.
- 5) Service Provider shall attempt to resolve all Trouble tickets in accordance to the Resolution matrix mentioned above. The resolution could be repair / replacement or providing a work around which does not hamper the normal productivity of the Bank.
  - a. Upon such rectification, Service Provider shall communicate the same to the Bank and close the Trouble Ticket. Service Provider shall ensure that call closure is done after Bank's acknowledgement.
  - b. The service window for all the calls shall be 24x7.



## 12.8 Annexure 8: Pre-bid Query Format

Comments on the Terms & Conditions, Services and Facilities provided:

[Please provide your comments on the Terms & conditions for RFP NO: **RFP - 142019** dated: 18-Sep-2019 in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

S. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Dated:

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)



## 12.9 Annexure 9: Bid Security Form

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)

(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date:

Period of Bank Guarantee: Valid up to

Amount of Bank Guarantee: Rs. 20,00,000/-

To,

Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

THIS DEED OF GUARANTEE made at ..... this .....day of ..... between Bank of ..... a banking company having its office at ..... hereinafter referred to as 'the Bank' of the One Part and Bank of Maharashtra a New Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 'Lokmangal' , 1501 Shivajinagar, Pune 411 005, hereinafter called the Beneficiary, of the other Part.

1. Whereas the Beneficiary had invited tenders for Co-Hosting Primary Data Center & Relocating Near Site, vide tender No: 142019 dated: 18-Sep-2019.
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 20,00,000/- (Rs. Twenty Lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s <Bidder Name>. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Servers at given locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
4. At the request of the said M/s.<Bidder Name>. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the promises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank



shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. 20,00,000/- (Rs. Twenty Lakhs only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

Any such demand made by the Beneficiary shall be binding and conclusive as regards amount due and payable by the Contractor to the Beneficiary. And the Bank undertakes to pay unconditionally on written demand without demur and the claim of beneficiary shall be conclusive and binding as to the amount specified therein.

AND it is further agreed and declared by the Bank that any waiver of any breach of any term of the said contract or any act of forbearance on the part of the Beneficiary or any time given by the Beneficiary to the contractors for carrying out and completing the work under the said contract or any modifications made in the terms and conditions of the said contract or any other act or omission on the part of the Beneficiary which could have in law the effect of discharging a surety, will not discharge the Bank.

AND it is agreed and declared that this guarantee will remain in force until the time fixed in the said contract for completion of the said work or until the expiration of any extended time for such completion and shall be valid for a period of six months from the date hereof i.e. the guarantee shall be valid upto .....

AND it is agreed and declared that this Guarantee will be irrevocable and enforceable even if the contractor's company goes into liquidation or there is any change in the constitution of the said Company or management of the said Company and shall ensure to the benefit of its successors and assigns and shall be binding on the successors and assigns of the Bank.

Notwithstanding anything contained herein:

- a. The liability of the Bank under this Bank Guarantee shall not exceed Rs. 20,00,000/- (Rupees Twenty Lakhs only).
- b. This Bank Guarantee shall be valid up to \_\_\_\_\_.
- c. Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before \_\_\_\_\_ (date of expiry of the Guarantee).

IN WITNESS WHEREOF the Bank has put its seal the day and year first hereinabove written. Signed, sealed and delivered by Mr.....

For and on behalf of the Guarantor Do so and

to affix the seal of the Bank, in the presence of .....



12.10 Annexure 10: Commercial Bill of Material

**(Attached as a separate file with RFP)**



## 12.11 Annexure 11: Compliance Statement for Reverse Auction

(To be submitted by all the bidders participating in Reverse Auction)

TO:

General Manager (IT),  
Bank of Maharashtra  
Information Technology,  
Head Office,  
Lokmangal, Shivaji Nagar,  
Pune - 411005

Sub: RFP NO: **142019** for Co-Hosting Primary Data Center & Relocating Near Site dated: 18-Sep-2019

We \_\_\_\_\_ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated \_\_\_\_\_ for procurement of \_\_\_\_\_.

- 1 We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- 2 We hereby undertake and agree to abide by all the terms and conditions stipulated by Bank of Maharashtra in the RFP document including all annexures and the Business Rules for Reverse Auction.
- 3 We shall participate in the on-line auction conducted by ..... (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.
- 4 We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which Bank shall forfeit the Earnest Money Deposit. We also understand that the bank may debar us from participating in future tenders.
- 5 We confirm having nominated Mr. \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
- 6 We accordingly authorize Bank and/ or the reverse auction company to issue user ID and password to the above named official of the company.
- 7 Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
- 8 We, hereby confirm that we will honour the Bids placed by Mr. \_\_\_\_\_ on behalf of the company in the auction process, failing which Bank will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra

भारत सरकार का उद्यम

एक परिवार एक बैंक

RFP for Co-Hosting Primary Data Center &  
Relocating Near Site

- 9 We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Verified above signature

Place:

Date:

Seal and signature of the bidder





## 12.12 Annexure 12: List of Deviations Requested

TO:

General Manager (IT),  
Bank of Maharashtra  
Information Technology,  
Head Office,  
Lokmangal, Shivaji Nagar,  
Pune - 411005

Sub: RFP NO: 142019 for Co-Hosting Primary Data Center & Relocating Near Site dated: 18-Sep-2019

[Please provide your comments on the Terms & Conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Detailed Scope of work, Service levels, Instruction to Bidders, Curriculum Vitae, Experience in related projects, etc. You are also requested to provide a reference of the page number, state the clarification point and the deviation that you propose as shown below.]

S.No.	Page #	Point / Section #	Clarification point as stated in the tender document	Deviations requested	Justification
1					
2					
3					
4					
5					
6					
7					
8					

Yours faithfully,

Authorized Signatory

Designation  
Bidder's name



## 12.13 Annexure 13: Pre Contract Integrity Pact

**(To be stamped in accordance with the stamp act)**

### **General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_ 2018, between on one hand, Bank of Maharashtra through authorized official Shri Shri. \_\_\_\_\_, General Manager, Information Technology Department, Bank of Maharashtra (hereinafter called the “BUYER”, which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Chief Executive Officer (herein called the “BIDDER/Seller” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is an Information Technology Department of Bank of Maharashtra

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER:**

- 1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.



- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **COMMITMENTS of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
  - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
  - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to



any such individual firm or company in respect of any such intercession facilitation or recommendation.

- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956

- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**



- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
- 5.1.1.** Bank Draft or Pay Order in Favor of **Bank of Maharashtra IT Department**
- 5.1.2.** A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.1.3.** Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

## 6. Sanctions for Violations:

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required :-
- 6.1.1.** To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2.** The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- 6.1.3.** To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4.** To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5.** To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.



- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

## 7. Fail Clause:

- 7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. Independent Monitors:

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him



by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

#### 9. Facilitation of Investigation

In case of any allegation of violation of an provisions of this Pact or payment of commission the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

#### 11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

#### 12. Validity:

12.1.The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2.Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties herby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer:

CHIEF EXECUTIVE OFFICER

Designation:

(Office Seal)

IT Department

Bank of Maharashtra

(Office Seal)





Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

1 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

Witness:

1 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_



## 12.14 Annexure 14: Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction

### **Introduction:**

Bank of Maharashtra intends to use E procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP NO - **142019**, dated 18-Sep-2019.

This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

### **1. Rules for E Procurement Auction (Reverse Auction):**

#### **a. APPLICABILITY:**

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in **Annexure -11**.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

#### **b. ELIGIBILITY:**

- i. Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

#### **c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:**

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
  1. Acceptance of Rules for Reverse Auction and undertaking as per format in **Annexure-11**.
  2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
  3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction.

#### **d. TRAINING:**

- i. The Bank will facilitate training for participation in Reverse Auction through the service provider for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.
- ii. Wherever necessary, the Bank / service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.



- iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
- iv. Each bidder / bidder shall participate in the training at his / their own cost.
- e. **DATE/ TIME FOR TRAINING:**
  - i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
  - ii. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.
- f. **DATE/ TIME OF REVERSE AUCTION:**
  - i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.
  - ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.
- g. **CONDUCT OF REVERSE AUCTION:**
  - i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
  - ii. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/ appointed/ empaneled by the Bank.
- h. **TRANSPARENCY IN BIDS:**
  - i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.
- i. **MASKING OF NAMES:**
  - i. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.
- j. **START PRICE:**
  - i. Bidders will fill the unit cost of the line items mentioned in **ANNEXURE-10 OF RFP** before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the TCO of **ANNEXURE-10 OF RFP**. This total value is taken as the start price of the bidding process.
- k. **DECREMENTAL BID VALUE**
  - i. The bidders shall be able to bid only at a specified decrement value



and not at any other fractions. The Bid decrement value shall be Rs.50,000/-.

- ii. The bid decrement value shall be in multiples of Rs. 50,000/-.
- iii. The web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decrement value will be appropriated across the line items of **ANNEXURE-10** of RFP proportionately by the system.

**I. REVERSE AUCTION PROCESS:**

- i. The procurement process shall be completed through a single Reverse Auction.
- ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- iii. The bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The bidder has to submit the final bill of material as per **ANNEXURE-10 OF RFP** duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the service provider by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the service provider. This should be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the Service provider to upload the faxed prices online. In case the required time is not available with the Service provider at the time of receipt of fax message, the Service provider will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

**m. EXPENDITURE ON REVERSE AUCTION:**

- i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.
- ii. Bidders shall participate in the training or mock auction at their own cost.

**n. CHANGES IN BUSINESS RULES:**

- i. Any changes made in Rules for Reverse Auction shall be informed to the eligible bidders before commencement of Reverse Auction.



**o. OTHER INSTRUCTIONS:**

- i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.
- ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- iii. Neither Bank nor service provider can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

**p. ERRORS AND OMISSIONS:**

- i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

**2. Terms and conditions of Reverse Auction:**

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in **ANNEXURE-10 OF RFP** to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.



- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- k. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in **RFP - 142019**, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- l. Only those bidders who are technically qualified and competent to provide the required solution as per **RFP - 142019** are only eligible to participate in Reverse Auction Process.
- m. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.



## 12.15 Annexure 15: Performance Bank Guarantee

(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

To:

**Bank of Maharashtra,**  
I.T. Department, Head Office,  
1501, Lokmangal,  
Shivajinagar,  
**Pune-411 005**

Bank Guarantee No. : \_\_\_\_\_  
Amount of Guarantee : Rs. \_\_\_\_\_/-  
Guarantee Valid up to : \_\_\_\_\_ Months  
Last date of lodgment of claim : \_\_\_\_\_ 20\_\_

This deed of guarantee is executed on this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_ by {Name of the Bank issuing guarantee} a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) (hereinafter referred to as the '**Guarantor Bank**', which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns) in favour of **Bank of Maharashtra**, a New Bank constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, and having its Head Office at Lokmangal, 1501, Shivajinagar, Pune-411005 (hereinafter referred to as "**Beneficiary Bank**", which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns), for an amount not exceeding Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) at the request of M/s \_\_\_\_\_ (with address).

Whereas engagement letter No. \_\_\_\_\_ PO/LOI \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_ (hereinafter called the "**Contract**") for Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) placed by the Beneficiary Bank on M/s \_\_\_\_\_, having its Head Office at \_\_\_\_\_ and \_\_\_\_\_ a branch office at \_\_\_\_\_ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor have to \_\_\_\_\_ (Name of the Project) \_\_\_\_\_ as per the engagement letter referred hereinabove.

And whereas to ensure due performance to the satisfaction of the beneficiary Bank, of the services provided under the said contract and in terms thereof by the contractor as aforesaid, the Guarantor Bank at the request of the contractor has agreed to give guarantee as hereinafter provided.

### NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:-

In consideration of Bank of Maharashtra, the beneficiary bank, having issued engagement letter No. . \_\_\_\_\_ PO/LOI \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_ for Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) on M/s \_\_\_\_\_, having its Head Office at \_\_\_\_\_ for \_\_\_\_\_ (Name of the Project) \_\_\_\_\_ as per the engagement letter referred hereinabove, we, State Bank of Patiala do hereby undertake as under:

- To indemnify and keep indemnified the beneficiary bank for the losses and damages that may be caused to or suffered by the beneficiary bank in the even of non-performance of whatever nature on the part of the contractor in discharging their contractual obligations under the said





contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) without demur and without Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary Bank shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.

- b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary bank or up to \_\_\_\_\_ months \_\_\_\_\_, which is earlier.
- c) This guarantee shall not in any way be affected by the change in the constitution of the contractor or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary bank or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary bank.
- d) To pay to the beneficiary Bank any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- e) We, \_\_\_\_\_ ( indicate the name of Guarantor Bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary Bank in writing, and the guarantee shall remain in full force and continuing till all dues claimed are paid

“Notwithstanding anything contrary contained in any law for the time in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.”

Notwithstanding anything contained herein:

- i) Our Bank's liability under this Guarantee shall not exceed Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only)
- ii) This Bank Guarantee shall be valid up to \_\_\_\_\_ Months \_\_\_\_\_.
- iii) Guarantor Bank is liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if the beneficiary Bank serve upon the guarantor Bank a written claim or demand on or before \_\_\_\_\_ at \_\_\_\_\_ ( indicate the name of Guarantor Bank with address)

“Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ /- (Rs. \_\_\_\_\_ only). This guarantee shall remain in force until solely at \_\_\_\_\_ (indicate the name of Guarantor Bank with address) and on or before \_\_\_\_\_ unless a demand or claim is lodged



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra

भारत सरकार का उद्यम

एक परिवार एक बैंक

RFP for Co-Hosting Primary Data Center &  
Relocating Near Site

with us within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construct in accordance with the laws of India.

IN WITNESS WHEREOF the authorized signatories of the said (Guarantor Bank) have signed this deed for and on behalf of the guarantor on the date first hereinabove mentioned.

Place:

SEAL

Code No.

SIGNATURE