

**RFP REFERENCE NO. 012017**

REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, INSTALLATION &  
COMMISSIONING OF SERVERS AT VARIOUS LOCATIONS OF  
BANK OF MAHARASHTRA



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

**HEAD OFFICE: 'LOKMANGAL' 1501, SHIVAJINAGAR, PUNE 411005**

**NAME OF THE PROJECT:-**

FOR SUPPLY, INSTALLATION & COMMISSIONING OF SERVERS AT VARIOUS  
LOCATIONS OF  
BANK OF MAHARASHTRA

**COST OF TENDER DOCUMENT: Rs 10,000/-**

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### 1. Invitation for Tender offers

Bank of Maharashtra invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed manufacturers and / or authorized dealers of IBM Servers for supply, installation and commissioning of IBM Servers and support for AIX as specified in Schedules of Requirement schedule I and II.

A complete set of tender documents may be purchased by eligible bidders on payment of a non-refundable fee of Rs.10, 000/- (Rs. Ten Thousand only) by demand draft / bankers cheque in favor of Bank of Maharashtra and payable at Pune.

#### Bid Collection and Submission

Tender Reference number	012017
Price of Tender Copy	10,000/- *
Date of commencement of sale of tender document	07/06/2017
Last Date of sale of tender document	28/06/2017
Queries to be mailed by	14/06/2017
Pre-Bid meeting with Bidders	16/06/2017 at 4:00 hours
Last Date and Time for receipts of tender offers	28/06/2017 up to 14.00 hours
Time and Date of Opening of technical bids	28/06/2017 at 15.30 hours
Place of Opening tender offers	Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005
Address of Communication	As above
Earnest Money Deposit	10,00,000/- *
Contact Telephone Numbers	Phone : 020 – 25614350 020 - 25614352

\* Bidders have to purchase tender document to participate in pre-bid meeting, No exemption will be permitted

Earnest Money Deposit must accompany all tender offer document 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 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 and its Annexures.

Deputy General Manager  
Information Technology

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### About Bank of Maharashtra

Bank of Maharashtra is a nationalized bank with a standing of 82 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office.

The Bank has 1981 branch offices across the length and breadth of the country. In the state of Maharashtra, the Bank has 1100 + branch offices, the largest network of branches by any Public Sector Bank in a state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of the Bank are networked and under Core Banking Solution.

The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, banc assurance business, mutual funds and other services like demat, ASBA, lockers and merchant banking etc.

The Bank is known as a frontrunner in implementation of technology initiatives.

### 2. Instructions to bidders

#### 2.1. Two Bid System Tender

Technical Bid and Commercial Bid must be submitted properly filed with indexing at the same time, giving full particulars in **separate sealed envelopes** at the Bank's address given below, on or before the schedule given above. All envelopes should be securely sealed and stamped. **The sealed envelope containing Commercial bid must be submitted separately to the Bank.**

Bank's address
The Deputy General Manager Information Technology Dept, 3 <sup>rd</sup> Floor Bank of Maharashtra "Lokmangal", 1501, Shivajinagar, Pune – 411005

Following two officers have been authorized to accept the tender documents

1. Shri. Madhukar Lawate, Sr. Manager- Head Office Pune
2. Shri. Abhishek Sharma, Dy. Manager- Head Office Pune

**All the envelopes must be super-scribed with the following information:**

- Type of Offer (Technical or Commercial)
- Tender Reference Number
- Due Date
- Name of Bidder

All Schedules, Formats and Annexures should be stamped and signed by an authorized official of the bidder's company.

The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.

#### ENVELOPE-I (Technical bid):

The Technical bid should be complete in all respects and contain all information asked for, except prices. The TECHNICAL BID should include all items asked for in Annexure A. The Technical bid should not contain any price information. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. For example, the Technical bid should mention that AMC charges are included in the Commercial bid,

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without mentioning the actual amounts in the TECHNICAL BID. A photocopy copy of Commercial offer with prices duly masked be submitted along with the Technical Bid.

### ENVELOPE-II (Commercial bid):

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A photocopy of the Commercial Bid duly masking the prices be submitted along with the Technical Bid.

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

These two envelopes containing the Technical bid and Commercial bid should be **separately** submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

### Envelop –III (EMD)

Valid Bank Draft / Bank Guarantee in lieu of EMD of Rs.10,00,000 (To be submitted in a separate envelope along with the First Copy of Technical Bid.)

### 2.2. Schedules of the Tender

This tender comprises of following schedules.

Schedule Number	Name of Schedule	Components
I	Hardware and Peripherals	Supply, installation and commissioning of IBM Servers & Windows Servers and support for AIX Operating system. (Total five years warranty after date of installation.)

**It is mandatory for the bidder to quote as per schedule & all the items in the schedule. Incomplete offers are liable for rejection.**

The bidder must ensure that all products as specified in the above two schedules and offered by them, are in a position to integrate with each other and the bidder must successfully install and commission these products to offer a complete, successful, cost effective and efficient solution.

### 2.3. Qualification Criteria

The bidders, who fulfill all the qualifications mentioned in “qualification criteria” of the tender, will only be eligible for further process i.e. technical evaluation.

### 2.4. Terms and Conditions

Terms and conditions for bidders who participate in the tender are specified in the section called “Terms and Conditions”. These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful bidder(s) on the outcome of the tender process.

### 2.5. Non-transferable Tender

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

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### 2.6. Soft Copy of Tender document

The soft copy of the tender document will be made available on the bank's website. However Bank of Maharashtra shall not be held responsible in any way, for any errors/omissions/mistakes in the downloaded copy. The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in soft copy.

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs.10,000/- by way of a **demand draft** in favor of Bank of Maharashtra payable at Pune while submitting the bid.

### 2.7. Offer validity Period

The offer should hold good for a period of 180 days from the date of the opening of Commercial bid.

### 2.8. Address of Communication

Offers should be addressed to the following office at the address given below:

**The Deputy General Manager  
Information Technology Dept., 3<sup>rd</sup> Floor  
Bank of Maharashtra  
Head Office, "Lokmangal"  
1501, Shivaji Nagar , Pune – 411005.**

Emails : [dgmitd@mahabank.co.in](mailto:dgmitd@mahabank.co.in), [cmssoftware@mahabank.co.in](mailto:cmssoftware@mahabank.co.in)

[madhukar.lawate@mahabank.co.in](mailto:madhukar.lawate@mahabank.co.in); [Sachin.shintre@mahabank.co.in](mailto:Sachin.shintre@mahabank.co.in)  
[Bhakti.deshpande@mahabank.co.in](mailto:Bhakti.deshpande@mahabank.co.in)

### 2.9. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of all the bidders should reach us in writing or over e-mail on or before on the address as mentioned above. The queries shall be submitted in forms given under Annexure -J. Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website

Only the authorized representatives of the bidders (maximum 2 persons) who have purchased the RFP will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company. **Those bidders who have purchased the Tender Document will be allowed to attend the Pre-Bid Meeting.**

### 2.10. Opening of Offers by Bank of Maharashtra

Tender offers received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought for verification.

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### 2.11. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

#### a) Eligibility Criteria :

Bank of Maharashtra will first scrutinize the eligibility of the bidders as per “qualification criteria” mentioned in point no.3.1 of the RFP based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation.

#### b) Technical evaluation:

Bank of Maharashtra will scrutinize the offers. Bank of Maharashtra will determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. Only those bidders who qualify in technical evaluation will be short listed for commercial evaluation. The format for technical evaluation is enclosed. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents.

#### c) Commercial evaluation :

Bank of Maharashtra will open and scrutinize the commercial offers of the technically qualified bidders only. The Commercial bids will have to be submitted in the format as per **Annexure –H**. Commercial bids should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial bid submitted by the respective bidder. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial bid is found to be blank and not filled with any amount then it shall be considered as zero and the same will be offered to the Bank free of any charges.

Bank of Maharashtra will consider the five years TCO (Total Cost of Ownership) for the purpose of price comparisons given by the vendors on the figures in the **Annexure H**. Only the details of Schedule-V will be read subject to verification after opening of commercial bids.

Five Years TCO = Cost of Equipment of all items as per Annexure - H

### 2.12. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, Bank of Maharashtra may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

### 2.13. No Commitment to Accept Lowest or Any Tender

Bank of Maharashtra shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. Bank of Maharashtra reserves the right to make any changes in the terms and conditions of purchase. Bank of Maharashtra will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

### 2.14. Documentation

The following information should be furnished along with the Technical bid by means of printed technical brochures as per checklist provided.

- Make and model numbers of all the items quoted for.
- Specifications of all items asked along with technical specifications table.
- Version number in case of software packages. It is required to indicate if the software requires any particular version of the operating system for compatibility.

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- Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.

### 2.15. Submission of Technical Details

It is mandatory to provide the technical details in the exact format of **Technical Details column** given in the technical specifications. *The offer may not be evaluated by Bank of Maharashtra* in case of non-adherence to the format or non-submission / partial submission of technical details as per the format given in the tender. **Bank of Maharashtra will not allow/permit changes in the technical specifications once it is submitted.** The relevant product information, brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer to the suggested checklist given in this document)

### 2.16. Make, Models & Part numbers of the equipment

It is mandatory to provide make, model and part number of all equipment and their subcomponents as asked in the technical specification. The offer may not be evaluated and/or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items offered. Please note that substituting this information by just brand name is not enough. Bidder may provide part number during PDI.

### 2.17. Format for Technical bid

The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into **three parts** – the first part should contain the documents supporting the eligibility of the vendor to participate in the tendering process as per the eligibility criteria mentioned in the RFP, the second part should contain the technical details of the proposed project and the third part should contain the technical brochures etc.

The suggested format for submission of **Technical bid** is as follows:

1. Index
2. Covering letter. This should be as per Annexure C.
3. Details of the bidder, as per Annexure D.
4. Compliance of eligibility criteria along with support documents in following format.

Sl.	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
1	Certificate of Incorporation		
2	Balance Sheets – 2014-15 2015-16 2016-17 ( If the Balance sheet is provisional the CFO of the company should certify the same under company's seal )		Turnover : Rs in Lakhs)
3	Profit figure 2014-15 2015-16 2016-17		Profit: ( Rs in Lakhs)
4	ISO 9000/9001/27001 certification		
5	List of three Support Centers across the Country.		
6	Necessary Certificates for executing orders of minimum 1.00 crores during each of last 3 years ( This		

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	certification is in addition to the copies of purchase orders enclosed)		
7	Self-declaration for being Not blacklisted		
8	Pre Contract integrity Pact on Rs. 500 Stamp Paper		
9	Self declaration stating that the bidder is a IBM Channel partner providing AIX Support. The bidder shall also be providing support for windows.		

The eligibility criteria will be verified based on above compliance table duly filled by the bidder along with the supporting documents.

5. Technical bid with Specifications as given in Annexure A, complete with all the columns filled in.
6. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document from 4.1 to 4.28

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
4.1	Support Personnel		
4.2	Technical Inspection & Performance Evaluation		
4.3	Payment Terms		
4.4	Pre-dispatch Inspection		
4.5	Delivery, Installation and Commissioning		
4.6	Completeness of Installation		
4.7	Order Cancellation		
4.8	Inter-working of Hardware & Software		
4.9	Acceptance Tests		
4.10	Software Drivers & Manuals		
4.11	Hardware Warranty		
4.12	Software Warranty		
4.13	Annual Maintenance Charges		
4.14	Spare Parts		
4.15	Liquidated Damages		
4.16	Penalty for Downtime		
4.17	Hardware Failure		
4.18	Indemnity		
4.19	Publicity		
4.20	Application Software & Drivers		
4.21	Guarantees		
4.22	Force Majeure		
4.23	Resolution of Disputes		
4.24	Loading of Anti-Virus Solution		
4.25	Other conditions		
4.26	Non-disclosure Agreement		
4.27	Special Condition		
4.28	Pre Contract Integrity Pact		
4.29	Quarterly scheduled and ad-hoc support for AIX OS.		

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**Note: The response to the terms & conditions will be verified based on above table.**

7. Warranty details (for all relevant schedules). This should not contain any price information.
8. Delivery and Implementation schedule.
9. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
10. System software details.
11. Manufacturers' Authorization Form ( if applicable ) as per Annexure E
12. Details of Past installation , as per Annexure F
13. Details of support centers as per Annexure G
14. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
15. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
16. All documentary evidence wherever required to be submitted be properly arranged.
17. Copy of the Commercial Bid duly masking the price column.

### 2.18 Masked Commercial

The bidder should submit a copy of the actual price bid being submitted to the bank by masking the actual prices as part of technical bid. This is mandatory. **The bid may be disqualified if it is not submitted.**

### 2.19 Format for Commercial bid

The Commercial bid must not contradict the Technical bid in any way. The suggested format for submission of Commercial bid is as follows:

1. Index
2. Covering letter
3. Commercial Version of Bill of Materials and Price Schedule (as per Annexure H). This must contain all price information.
4. A statement that the bidder agrees with Payment terms given in the tender.

**The bidder must quote for ALL the items mentioned in schedule I. The total cost mentioned in schedule1 will be considered as TCO for the tender.**

### 2.20 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. Bank of Maharashtra may treat offers not adhering to these guidelines as unacceptable.

Bank of Maharashtra may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and Bank of Maharashtra reserves the right for such waivers

### 2.21 Data Transfer

Successful bidder should transfer all the data to respective new server. After ensuring the data transfer from Banks officials; vendor should remove the all data from the old servers.

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### 2.22 Alternative offers

Each offer should preferably specify a single solution, which is cost-effective and meets the tender specifications, and does not include many alternatives. Bidder willing to offer Bank of Maharashtra two or more alternatives for any item(s) of requirement should submit separate details for each alternative. Each detail/table should be complete in all respects and should not require cross-referencing with details given in other options.

If more than one alternative offers are quoted in the Commercial bid, the highest quote will be considered in the TCO for arriving the L1 bidder. However, bank will have discretion to choose the one of the alternatives at the quoted price.

### 2.23 Location of Computerization

This tender is being floated by the Head office of Bank of Maharashtra. The computers and other items being procured through this tender shall be installed and commissioned by the bidder getting the order at various locations of Bank of Maharashtra across the country. Bank reserves the right to make changes in the locations.

### 2.24 Costs & Currency

The offer must be made in Indian Rupees only, and price quoted must include the following cost components.

1. Cost of the equipment
2. Installation and commissioning charges, if any,
3. Minimum of five-year comprehensive on-site warranty covering all parts & labor. **This period will start from the date of acceptance of successful installation of server.**
4. Transportation and Forwarding charges to the site.
5. In addition to transit insurance normal electronic equipment insurance should be available up to installation or up to 30 days from date of delivery whichever is earlier.
6. All taxes and levies including service tax, VAT but excluding Octroi/LBT.

### 2.25 Fixed Price

The Commercial bid shall be on a fixed price basis, inclusive of all taxes and levies at site as mentioned above except octroi/ LBT. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted.

### 2.26 No Negotiation

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as the final selection of L1 vendor would be on the basis of TCO.

### 2.27 Order Splitting

There will be no order splitting.

### 2.28 Short-listing of Bidders

Bank of Maharashtra will create a short-list of **technically qualifying bidders** and the **Commercial bids of only these bidders will be opened.**

### 2.29 Right to Alter Quantities

Bank of Maharashtra reserves the right to alter the proposed new hardware quantities (10 -20%

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variation within 180 days period) specified in the tender. Bank of Maharashtra also reserves the right to delete one or more items from the list of items specified in tender.

### 2.30 Rate Contract

Bank of Maharashtra reserves the right to enter into a rate contract with successful bidder for delivery of hardware and software for any branches/offices including the branches/offices to be opened after order has been placed through this tender process. The validity of the rate contract shall be 6 months from the date of last pre-delivery inspection. The same technical specifications and terms of Commercial bid shall apply mutatis-mutandis to the order placed through the rate contract as specified through this tender. However during the validity of the rate contract, if there is downward revision of the prices beyond 10% of the price negotiated at the time of placing the order, Bank of Maharashtra reserves the right to re-negotiate the prices before placing the order.

### 2.31 Repeat Orders

Bank of Maharashtra reserves the right to place repeat order/s on the bidder under the same terms and conditions within a period of six months from the date of acceptance of first purchase order by the bidder. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.

### 2.32 Exchange Rate Variation (ERV)

Exchange rate variation clause will be applicable for repeat order only. Prices accepted by Bank shall be increased or decreased in repeat order if the ERV is more than 5%. (The % will be calculated from date of submission of commercial offer and repeat order proposal). The price increase or decrease will be proportionate to difference more than 5%. i.e. if dollar variation is + 7% than prices will increased by 2%.

### 2.33 Adoption of Integrity Pact:

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure -O** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to 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.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

<b>Shri. Nilomni Bhakta</b> Address - A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A Nerul, Navi Mumbai, 400706  Email - nilmoni.bhakta@gmail.com	<b>Shri. Madan Lal Sharma</b> Address - K-23, Japura Extension New Delhi  Email - ml.sharma1965@yahoo.com
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### 3 Qualification Criteria

#### 3.1 Eligibility of the Bidder

- The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 and shall be in existence for the last five years having a turnover of Rs. 50 crores per year in the last three financial year's i.e. 2014-2015, 2015-2016 and 2016-2017\* in hardware business. This must be the individual Company's turnover and not that of any group of Companies. Copy of the certificate of incorporation should be enclosed as documentary proof.
- The Bidder Company should have made profits in at least two financial years out of last three financial years. i.e. 2014-2015, 2015-2016 and 2016-2017\*. A copy of relevant years' audited annual reports / financial statements shall be submitted with the offer in support of net sales turnover and profit.
- The original manufacturer (OEM) should have ISO 9000 / ISO 9001/ ISO 27001 certification for Design & manufacturing of servers. Necessary certificate be enclosed. The bidder should be IBM channel partner
- If the bidder is an authorized supplier of the servers, then the original manufacturer should also meet the turnover and financial criteria mentioned above and documentary proof to that effect should be enclosed.
- The bidder should have support centers at minimum 100 locations across the country either own or through franchisee. List of such support centers with contact persons, telephone numbers and addresses should be enclosed.
- The Bidder should not have been blacklisted by any government organization / banks. Self-declaration to that effect should be submitted along with the technical bid.

( \* If audit for the year 2016-17 is not completed, then provisional balance sheet for the year 2016-2017 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company. )

#### 3.2 Quality Standards

Bank is looking for well-proven branded products, which is volume produced and are used by a large number of users in India / abroad. The survey reports of IDC will be taken into consideration by the Bank. All products quoted should be associated with specific model numbers and names and with printed literature describing configuration and functionality. Any deviations from the printed specifications should be clearly identified in a separate Annexure titled 'Deviations' which must be supplied by the bidder along with the offer document. Bank reserves the right to reject the bids in case of deviations

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### 3.3 Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favour of Bank of Maharashtra and payable at Pune, (valid for 180 days from the due date of the tender) for Rs.10 lakhs (Rupees Ten Lakhs only) as Earnest money Deposit (EMD) along with their offer. Offers made without E.M.D. will be rejected. Bank of Maharashtra will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or any scheduled commercial bank acceptable to Bank of Maharashtra. In case of Bank Guarantee from other than Public sector banks prior permission of Bank of Maharashtra is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed.

### 3.4 OS Certification

All the Servers should have Microsoft Windows Server 2012 Certification and AIX IBM 7.2 the hard copy of the same should be produced from Microsoft AND IBM for the quoted Models and Configuration, for the proposed equipment's.

### 3.5 Manufacturer's Authorization Form

Bidder, other than sole agents in India of the manufacturers, must submit a letter of authority from their manufacturers that they have been authorized to quote on behalf of the manufacturer. Authorization from authorized distributors/dealers for software items is acceptable.

## 4 Terms and Conditions

### 4.1 Support Personnel

In addition to the regular support centers the bidder should provide one contact person either own employee or through franchisee for each regional office of Bank of Maharashtra at the cities listed in Annexure – G(B).

### 4.2 Technical Inspection and Performance Evaluation

Bank of Maharashtra reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of machines offered by technically qualified bidders.

The Bank may conduct third party information security audit of the server configurations. The bidder shall provide necessary support for closure of the observations reported by the auditor within 5 working days.

### 4.3 Payment Terms

Bank of Maharashtra will make payment as follows:

1. 90 % of the order value will be paid on completion of installation and commissioning at the sites and acceptance of all equipment ordered. Bank of Maharashtra will make this payment 30 days after configuration and acceptance of the installation at the respective site. At this stage, the bank guarantee given to the bank will be returned to the bidder.
2. 9% of the balance 10% would be retained by the bank till the warranty period or will be paid against a Performance Bank Guarantee (as per the format prescribed by Bank of Maharashtra) for the equivalent amount valid for the warranty period. 1% of the amount would be given only after the warranty period of the hardware. In case of deficiency in service observed during the warranty period, the applicable penalty at appropriate rate shall be deducted from out of this amount held with the Bank and the balance shall be returned after the completion of the warranty period.

## PROCUREMENT & INSTALLATION OF SERVERS

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Payment will be processed and released centrally. Bidders have to punch / upload the details of hardware on Banks inventory portal in each branch. The details will be shared with successful bidder. The data received from inventory portal and the bills submitted will be verified during payment release.

### 4.4 Pre-dispatch Inspection

Bank of Maharashtra and/or its nominated consultants will carry out factory/pre-dispatch inspection of all the equipment before the dispatch to Bank of Maharashtra.

Bidder shall inform its readiness for the factory inspection at least 8 days in advance. Factory inspection of the equipment to be supplied to Bank of Maharashtra will be carried out at bidder's factory/site located in India ONLY. There shall not be any additional charges for such inspection. However, Bank of Maharashtra will have the discretion to recover the costs related to travel and stay of its staff / consultants from bidder if the equipment offered for inspection is not as per Bank of Maharashtra's order or the bidder does not comply with the test and inspection procedures. It is expected that the equipment should be ready for inspection **within 3 weeks from the date of placing the order**. Only inspected and duly sealed equipment's should be dispatched to the locations, otherwise those are liable for rejection at the bidders' cost.

### 4.5 Delivery, Installation and Commissioning

The Bidder shall be responsible for delivery and installation of the equipment ordered at all the sites and for making them fully operational at no **extra charge within 6 weeks of receiving the purchase order**. The signing authority will be Branch Manager or Officer at the branch / office. If the bidder fails to deliver and/or install all the equipment ordered within the stipulated time schedule or by the date extended by Bank of Maharashtra, it will be a breach of contract. In the event of Bank of Maharashtra agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank of Maharashtra before the expiry of the original bank guarantee.

Appropriate insurance shall be provided by the bidder to cover the equipment for the transit period and till acceptance of hardware by the Bank. The copy of the Insurance Policy should be submitted to the Bank after PDI at the discretion of Bank of Maharashtra, there will be an acceptance test conducted by the bidder in presence of Bank of Maharashtra officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in hardware/software supplied, Bank of Maharashtra may cancel the entire purchase order and return the equipment back to the bidder at bidder's costs and risks.

### 4.6 Completeness of Installation

The installation will be deemed as incomplete if any component of the hardware, software, etc., or any documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to Bank of Maharashtra after acceptance testing/examination.

In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire site will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 10 days.

### 4.7 Order Cancellation

Bank of Maharashtra reserves its right to cancel the order in the event of one or more of the following situations:

1. Delay in delivery beyond the specified period for delivery.

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2. Delay in installation beyond 10 weeks from the date of purchase order.
3. Serious discrepancy in hardware noticed during the pre-dispatch factory inspection.

In addition to the cancellation of purchase order, Bank of Maharashtra reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder or foreclose the Bank Guarantee given in lieu of EMD and/or foreclose the bank guarantee given by the supplier against the advance payment.

### 4.8 Inter-working of Hardware and Software

The bidder must integrate hardware, software and networking components supplied by him to make the system integrated and fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same except for the problems in the application software, if any. Under no circumstances will a problem/fault be blamed on the application software without sufficient cause and justification.

The bidder must also take necessary steps to successfully install all the software components supplied by him on the hardware supplied. Moreover, any relevant software patches that are required to be applied, to the system software to make it compatible with supplied hardware must be identified and installed from time to time during the warranty and AMC period.

### 4.9 Acceptance Tests

At the discretion of Bank of Maharashtra, acceptance test will be conducted by the bidder at the site in the presence of the officials of Bank of Maharashtra and/or its nominated consultants. The tests will check for trouble-free operation of the complete system for ten consecutive days apart from physical verification and testing. There shall not be any additional charges payable by Bank of Maharashtra for carrying out this acceptance test. Bank of Maharashtra will take over the system on successful completion of the above acceptance test.

### 4.10 Software Drivers & Manuals

The Servers and all peripheral components will have to be supplied with the software drivers and manuals for the Display controller, Ethernet interface, DVD-ROM drive, DAT Drive, SAS controllers, DVD-Writer etc. for operating system as applicable.

### 4.11 Hardware Warranty

The offer must include a minimum five years comprehensive on-site warranty. The Warranty in respect of all the locations would start from a single and uniform date i.e. from the date of release of the last and final lot of 90% payment. With the release of this last and final lot of 90% payment, the total payment released to the bidder would be equal to the 90% amount of the total order value. In no case, there would be multiple warranty dates, although the 90% payments are made in different lots after the successful installation and acceptance of the systems by Bank of Maharashtra at the respective locations. On release of the last and final lot of 90% payment it would be presumed that the Bank has accepted the installation at all the locations. The performance guarantee to be submitted for getting the final 9% payment released as per clause 3.3 above, should be for a period of five years covering the warranty period; the expiry date of the performance guarantee and the date of expiry of warranty will be co-terminus.

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the tender. Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the

## PROCUREMENT & INSTALLATION OF SERVERS

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warranty period. During the warranty period, bidder shall maintain the systems and repair/replace at the installed site all defective components, at no charge to Bank of Maharashtra.

The Bank is in the process of providing through this tender, additional hardware to some of the existing locations where computerization has already been done. There is a possibility that hardware ordered on selected bidder/s would be required to be added to the existing (old) hardware at such locations. This may create a multi-bidder scenario at these locations. In such a case,

- i. the existing / old hardware at the respective locations would continue to be under warranty / maintenance by the bidder to whom the assignment was awarded earlier, till the time of its expiry.
- ii. the new hardware that would be added to the existing hardware would be under warranty by the bidder from whom the same would be procured.
- iii. as and when both the warranties / AMC coincide in terms of its expiry or if Bank decides to have them end on a particular day, bidder will have no objection to this.
- iv. on expiry of the warranty / AMC period of the old / existing hardware and / or the new hardware, it would be the Bank's discretion to award the A.M.C. to any bidder of Bank's choice.
- v. supplier of new hardware can obtain the information on old hardware at a particular branch before accepting the order as it is required that he would be required to give a certificate that there is no compatibility issue with the old equipment and that he is willing to supply and maintain the equipment at a given location.
- vi. Preventive maintenance for hardware and software (OS) should be done once in a quarter. Vendor shall submit quarterly report to bank for having done the preventive maintenance.

So also, the warranty of the new hardware procured should not become void if Bank of Maharashtra further buys any other supplemental hardware from a third party and installs it with / in these machines in the presence of the representative of the bidder. However, the warranty will not apply to such third-party hardware items installed by Bank of Maharashtra.

### 4.12 Software Warranty

All the software supplied will carry following warranties:

- ♦ Media warranty for 90 days
- ♦ Patches and updates for five years

### 4.13 Spare parts

Bidder will make the spare parts for the systems available for a minimum period of six years from the time of acceptance of the system. Thereafter, bidder will give at least twelve months' notice prior to discontinuation of support services, so that Bank of Maharashtra may order its requirements of the spares, if it so desires. If any of the peripherals, components like hard disk, CPU, Memory etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to Bank of Maharashtra.

### 4.14 Liquidated Damages

If there is a delay by the bidder in the delivery of the complete hardware and software as will be mentioned in the purchase order, the bidder will be liable to pay a sum of 1% (one percent) of the

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order value per site per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. In case the complete delivery is delayed beyond the scheduled delivery date, Bank of Maharashtra reserves the right to cancel the contract and return the partially delivered equipment, if any, at the cost of the bidder. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value.

### 4.15 Penalty for downtime

Bidder should provide facility of call (fault) logging through telephone, e-mail, FAX, web portrait, etc. and vendor must submit call wise details monthly during warranty period

Any hardware or software related issues should be resolved within 4 hours from time of reporting of the issue by the Bank.

The penalty for server failure/ malfunction of hardware/ software provided by vendor due to which the bank is not able to use the server for applications installed on the server is given in below table.

In case bidder fails to meet the above standards of maintenance, there will be a penalty in rupees per day as specified in the table below:

Sl.	Item	Amount in Rs/day
1.	Server hardware/ software issue	5000

The temporary substitute machine or equipment should be replaced by the original machine or equipment duly repaired within a week's time, failing which the above penalty will be imposed for the number of days exceeding one week. The standby machine so provided shall be returned within 10 days' time.

During warranty period, the penalty would be recovered from the vendor from the 1% retention amount. If the 1% amount is not sufficient to recover the penalty, the vendor would be liable to pay the penalty amount within a period of 15 days from the date of demand made by the bank through its branches/offices. If the vendor does not make the payment of penalty within the stipulated period, the bank is free to invoke the bank guarantee and recover the amount.

Total of such penalty mentioned under the clause 4.16 shall be subject to maximum of 10 percent of the total contract value.

### 4.16 Hardware Failure

If during the warranty period, any equipment has a hardware failure on four or more occasions in a quarter, it shall be replaced by equivalent new equipment by the bidder at no cost to Bank of Maharashtra.

### 4.17 Indemnity

Bidder shall indemnify, protect and save Bank of Maharashtra against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware/software/network equipment etc. supplied by him.

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### 4.18 Publicity

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

### 4.19 Application software and Drivers

Bank of Maharashtra and/or the application software bidder will install the application software and drivers on the systems. It is bidder's responsibility to co-operate with the application software development agency appointed by Bank of Maharashtra to ensure that the installation is successful.

### 4.20 Guarantees

Bidder should guarantee that the systems delivered to Bank of Maharashtra are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to Bank of Maharashtra is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

A certificate signed by the CFO / Company Secretary of the Company should be submitted before the Pre-Delivery inspection confirming that all the components / parts/assembly software used in the Servers like Hard Disk, Monitors, Memory etc. are original new ones and no refurbished/duplicate / second hand components/ parts/assembly/software are used.

### 4.21 Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and 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. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of Bank of Maharashtra either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify Bank of Maharashtra in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Bank of Maharashtra in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of three months, Bank of Maharashtra and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of Bank of Maharashtra shall be final and binding on the bidder.

### 4.22 Resolution of Disputes

Bank of Maharashtra and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Bank of Maharashtra and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

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All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by Bank of Maharashtra and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The arbitration and reconciliation act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Pune.

### 4.23 Loading of Anti-Virus Software

Bank of Maharashtra is implementing an Enterprise-wide Anti-Virus Solution of all the Servers. The successful bidder will cooperate with the existing vendor of the Anti-virus solution for loading of the Anti-Virus solution on the machines Servers.

### 4.24 Other Instructions

Either the Indian agent on behalf of the principal / OEM or principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the tender.

If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another principal / OEM in the tender for the same item / product.

The purchase order will be issued in phased manner as per banks requirement.

The bidder shall have to comply with the Bank's ISMS framework. The Bidder and the team shall abide by the ISMS framework of the Bank which includes Incident Management, Change Management, Capacity Management, Configuration Management etc.

Assisting the Bank in attaining and ensuring ongoing compliance to various regulatory and data privacy requirements

Addressing relevant threats/ risks identified in a proactive manner and through audit observations

### 4.25 Non-Disclosure Agreement

The Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information. The Bidder shall restrict disclosure of the Information solely to its employees, agents and contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

To use the Information only as needed for the purpose solely related to this Project;

Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information.

The Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the bidder in any future tendering process of the Bank.

Any information considered sensitive must be protected by the vendor from unauthorized disclosure or access. ( Refer annexure )

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### 4.26 Special Condition

1. The successful bidder will have to paste sticker "Supplied By M/s -----: Year 2016-17" on all the items provided by them.
2. The Serial number of CPU and information related to Computerization Plan should be written to BIOS.
3. The serial numbers of all hardware items including server, Monitor along with Branch Number, Name, plan, amount, etc. should be punched / upload on Banks Inventory portal with the help of branch manager / officers / excel file to be submitted to Head office during 9% payment.

### 5 Schedule of Items Required :

#### 5.1 Schedule I – Hardware

Sr. No.	Item	Qty
1.	IBM Server With IBM AIX Server 7.2 with technology level (TL) 01 and Service Pack (SP) 1	2
2.	IBM/ Dell/ HP Server 2012 std edition — with Windows 2016 standard operating system	2

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### 6 Annexure A Technical Specifications

#### 6.1 Server

Item	Description	Qty
Model	P8 8284-22A	2
<b>Quantity per server</b>		
Hard disk	600 GB, 10K RPM, SAS SFF Hard disk drive with Hot Plug capability (ESD5)	3
Controller	PCIe LP 2-x4-port SAS Adapter 3Gb	1
Primary OS	AIX 7.2 Standard Edition	1
RAM	16GB (#EM83) DDR3 ECC (1600MHz)	2
Processor	6-core 3.89 GHz POWER8 processor card/Module (EPX1)	1
Processor Activations	For 4 cores of 1 Processor	1
Power Supply	Redundant 1400 watt hot-swap AC power supplies (#EB2M) with two power cords	2
Ethernet Card	x8 PCIe2 LP-4 Port 1Gb Ethernet Adapter (#5260)	2
Storage Backplane	Storage Backplane with 12 SFF-3 Bays and one DVD bay (#EJ0T)	1
Rack Addition	IBM System Storage 7226 Model 1U3 Multi-Media Enclosure	1
DVD RAM	SATA Slimline DVD-RAM Drive (5771)	1
Chasis	Rack Mount 2U chasis and rack mount kit	1
Tape Drive	DAT160 SAS Tape Drive with SAS Interface	1
	Hot-swap and redundant cooling	
	– Front USB 3.0 ports (rear ports available through an RPQ)	
	– Two Hardware Management Console 1 Gbps (HMC) ports	
	– One system port with RJ45 connector	
Console	IBM 7316 Model TF4 rack-mountable flat panel console kit	1
Graphics accelerator adapter	PCIe LP POWER GXT145 Graphics Accelerator (5269)	1
HMC	Hardware Management Console	1
Power VM Standard Edition licenses	Power VM Standard Edition licenses	4
Keyboard (PS2 / USB)	104 Keys, heavy-duty bilingual keyboard, having key life of 20 million keystrokes (same color as base PC).	1
Mouse (PS2/ USB)	2 button optical scroll mouse with mouse pad	1
Monitor	18.5" Wide TFT LCD Color Monitor	1

#### 6.2 WINDOWS SERVER

Item	Description	Qty
Intel Xeon Processor	E5540-2.53 GHz, 8 MB L3 Cache, 4 core	1
RAM	16GB, DDR3-1066	2
HDD	Hot-plug 3.5-inch SATA (Integrated), Storage-300GB *10KRPM, pre-failure alert with 8 MB Cache Buffer.	3
RAID	RAID 5	1
PCI Slots	Smart PCI slots	Min 4
Warranty	Five-year customer-replaceable unit and onsite limited warranty with 24/7 and resolution within 4 hours.	

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Ethernet Interface	100/1000 Mbps auto-sensing Ethernet interface with UTP port with Wake-on-LAN support Internet Protocol Version 6 & 4 (TCP IPv6 & TCP IPv4) ready	
Ports	Minimum 1 Serial Port, 1 Parallel Port, 4 High speed USB 3.0 Port ( Minimum 2 in the front side ), PS/2 Keyboard and mouse Ports	
Power supply	230 watts and above ACPI compliant or more SMPS power supply, should be capable to support fully configured Server and it should be redundant power supply	2
Optical device	16X or higher speed DVD ROM	1
Mother Board	Server class Chipset Should have following features: · 64 bit AGP or better Architecture · Minimum 2 Free PCI Slots · Compatible with CPU & RAM	1
Keyboard (PS2 / USB)	104 Keys, heavy-duty bilingual keyboard, having key life of 20 million keystrokes (same color as base PC).	1
Mouse (PS2/ USB)	2 button optical scroll mouse with mouse pad	1
Monitor	18.5" Wide TFT LCD Color Monitor	1

### 7 Annexure B – Checklist for Product Documentation

**Note:**

1. Bidders are required to provide printed technical documentation for the items listed in Table below.
2. Availability of adequate, correct and relevant technical documentation is essential for evaluation of any offer.
3. Bidders are requested to provide original (not photocopies) copies of the documentation. In case the original copies are not available, bidders can provide clear readable photocopies.
4. Bidders to mark the column "Documentation Provided" with Tick mark ( ☒ ) or Cross ( ☐ ), as appropriate.
5. Bidder may add any other documentation, which will support their offer.

#### 7.1 Schedule I – Hardware

Sl.	Item	Documentation provided
1.	Servers	<input checked="" type="checkbox"/> <input type="checkbox"/>
2.	DVD-ROM Drive for Server	<input checked="" type="checkbox"/> <input type="checkbox"/>
3.	Ethernet Interface for server	<input checked="" type="checkbox"/> <input type="checkbox"/>
4.	Keyboard for server	<input checked="" type="checkbox"/> <input type="checkbox"/>
5.	Monitor for server	<input checked="" type="checkbox"/> <input type="checkbox"/>
6.	Mouse for server	<input checked="" type="checkbox"/> <input type="checkbox"/>

#### 7.2 Schedule II – System Software

S N O	Item	Description	Documentation Provided
1.	Windows server 2016	Windows Server 2016 Std edition	<input checked="" type="checkbox"/> <input type="checkbox"/>
2.	IBM AIX 7.2 OS	IBM AIX 7.2 OS TL01 SP1	<input checked="" type="checkbox"/> <input type="checkbox"/>

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### 8 Annexure C - Tender offer cover letter

Date: \_\_\_\_\_ 2017  
Tender Reference No.: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver hardware, and software components as mentioned in schedule I & II of Schedule Of items in conformity with the said tender documents in accordance with the Schedule of Prices indicated in the Commercial bid and made part of this tender.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

If our tender offer is accepted, we undertake to commence delivery within \_\_\_\_\_ (Number) days and to complete delivery, installation and commissioning of all the equipment as specified in the Contract within \_\_\_\_\_ (Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer till 180 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

**We have separately quoted for the comprehensive on-site annual maintenance charges in the Commercial bid. The charges as such are expressed in terms of percentage to total hardware cost.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017  
Signature: \_\_\_\_\_

(In the Capacity of) \_\_\_\_\_  
Duly authorized to sign the tender offer for and on behalf of

## PROCUREMENT & INSTALLATION OF SERVERS

### 9 Annexure D – Details of the Bidder

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/ Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) 2014-15 2015-16 2016-17	
9.	Profit of the company (not of group) 2014-15 2015-16 2016-17	
10.	Sales Tax Number	
11.	Income Tax Number	
12.	Whether direct manufacturer or authorized dealers/agent	
13.	Name and Address of manufacturer of Servers	
14.	Location of Manufacturing facility	
15.	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	
16.	Brief Description of after sales service facilities available with the bidder Please fill up Annexure G also.	
17.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	
18.	Integrity Pact	

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### 10 Annexure E – Manufacturer's Authorization Form (MAF)

No. \_\_\_\_\_ dated \_\_\_\_\_

TO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Tender Reference No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufactures of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We confirm that our company (as a single unit, not the group) has had a turnover exceeding Rs 50 crores of last three financial years (i.e. 2014-15, 2015-16 and 2016-17). We also confirm that we made profit in \_\_\_\_ years in last three financial years.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case of M/s \_\_\_\_\_ is out of service due to any reason, we will make alternative arrangement for the service and maintenance of our product on same terms and condition.

Yours faithfully,  
(Name)

For and on behalf of

M/s \_\_\_\_\_  
(Name manufactures)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

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### 11 Annexure F - Details of Track Record (Past Installations)

Name of the Vendor \_\_\_\_\_

Name of the Client	Servers		Date of completion of delivery as per contract as well as Actual		Contact person <ul style="list-style-type: none"><li>Name</li><li>Tel. No.</li><li>Fax No.</li><li>Address</li></ul>	Total Amount of Order
	Make, Model, CPU	Qty	As per contract	Actual		

Date: \_\_\_\_\_

Place: \_\_\_\_\_

### 12 Annexure G (A) - Details of Service Centers

Sl.	Place	Own or Franchise	Postal Address	Contact numbers	Service Facilities available (Describe)	Number of service engineers	Time to report to the location
1							
2							
3							

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### 13 Annexure G ( B ) – Details of Locations of Bank's Office

Sl.	Place	
1	Data center	PUNE
2	Disaster Recovery site	Hyderabad
3	TIBD	Mumbai

### 14 Annexure H - Bill of Materials : Schedule of Items Schedule I – Hardware

Sr. No.	Item	Qty	Rate	Total
1	IBM Server with AIX 7.2 OS and Support			
2	Windows server (IBM/ HP/ Dell) with windows 2016 with cal5 and support			
Total (Schedule-I) inclusive of taxes				Σ Schedule I

Note: All the Columns in all the above tables of Annexure –H must be completely filled and should not be blank.

### 15 Annexure I – Pre-Dispatch Inspection Procedure

The following text describes Pre-dispatch Inspection procedure to be followed by the supplier and inspection support expected.

1. The factory inspection / reliability test is required to be carried out at a site having adequate power and, dust free environment. The bidder should make suitable arrangements to provide Uninterrupted (UPS) power for the inspection set-up.
2. It is suggested that the bidder should make appropriate arrangement to place the equipment offered for inspection/reliability test on suitable racks/tables, considering easy and hassle-free access to keyboard/monitor of all the equipment.
3. It is required that the bidder should make appropriate arrangement to test the network interfaces on all servers in an optimized and hassle-free manner.
4. The bidder should ensure availability of trained technical/support staff at the inspection site for efficient handling of the inspection and movement of the equipment during the inspection.
5. All the hardware equipment like servers and its sub-components must bear relevant original manufacturer's part numbers. The inspection team will confirm this, with part numbers indicated in the purchase order.
6. It is required that a list containing serial numbers of all the computers offered for inspection is kept ready before the arrival of the inspection team. The list should preferably be typed. The list should also contain (in a tabular fashion) the serial numbers of server cabinet, monitor and keyboard, for each category of the hardware offered for inspection.
7. For all the computers, the screws for the top cover should be removed without removing the cover itself. This is required, as each and every machine will be physically inspected for conformance to the specifications as given in the purchase order.
8. In case of serious discrepancy found in the hardware vis-à-vis the ordered hardware, the inspection will be called off.

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9. Hard disks of all the machines must be fully partitioned and formatted both the IBM Server must have IBM AIX 7.2 installed on their hard disk(s).and windows server 12 std edition installed on windows server.
10. All the machines must be kept in power-on condition for at least for **24 hours** before the arrival of the inspection team at the site.
11. During the power-on condition as mentioned above and during the visit of the inspection team, all the machines should be running latest versions of QAPLUS/QAPLUS factory/ AMIDIAG or compatible diagnostics in an endless loop. If the bidder desires to run any other diagnostic software then the ones mentioned herein, a prior approval of Bank/Consultants is necessary. While obtaining such approval, the bidder must submit to the bank, the detailed description and functionality of the proposed diagnostic software.
12. It must be ensured that every piece of hardware ordered is included in the reliability test, e.g. system board, system memory, hard disk(s), video memory, network interface, display interface, floppy drives, ports (SP/PP/USB), etc.
13. The bidder will make suitable arrangements for inspection team to check the following hardware components in addition to the above.
  - DVDROM. *This can be done by keeping a DVD/ CD inside the drive to check read operations of drive or the drive can be checked in AMIDIAG/QAPLUS.*
  - Network Interface: *This can be checked by remote boot connection/Novell Netware Login on all the computers.*
14. Under no circumstances the diagnostics/reliability test on any/all machines should be stopped or interrupted before the arrival of the inspection team.
15. It is required that errors reported by diagnostics are automatically stored in a file on the floppy disk/hard disk for the review by the inspection team.
16. The inspection team may reject machines, which fail to pass the reliability test.
17. At least one copy of all the software items (including media and documentation) ordered should be available at the time of inspection.
18. At least one copy of all the documentation to be supplied to the Bank should be available for the inspection.

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### 16 Annexure J : FORMAT FOR PRE BID QUERIES

#### **A) Queries Related to RFP**

RFP 012017		Hardware procurement			
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

#### **B) General queries Related to RFP**

RFP 012017		Hardware procurement	
BIDDERS NAME			
Sr. No.	General Query related to RFP		Comment / Suggestions

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### 17 Annexure K - Performa for the Bank Guarantee for Earnest Money\ Guarantee for Payment of EMD

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid unto

Amount of Bank Guarantee: Rs.

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 supply, installation, commissioning of Computer Hardware, Software and networking components at various locations vide tender No 012017 dated .....
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favor of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 10 lakhs (Rs. Ten 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 XYZ & Co.Ltd. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Computer Hardware, Software and networking components at various 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.XYZ & Co. 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 premises 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.25 lakhs (Rupees twenty five 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

## PROCUREMENT & INSTALLATION OF SERVERS

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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. \_\_\_\_\_ (Rupees \_\_\_\_\_).
- 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 .....

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### 18 Annexure L– FORMAT A - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 012017

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 012017 for the hardware & software procurement.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
11. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

**Name:**

**Stamp:**

**Designation:**

**Place:**

**Date:**

**Organization:**

**Signature:**

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### 19 Annexure M – Non Disclosure Agreement

(On stamp paper of relevant value)

This Non-Disclosure Agreement is made and entered into at this day of 2017

BY AND BETWEEN Bank of Maharashtra, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at Lokmangal, 1501, Shivajinagar, Pune 411005 (hereinafter called "the Purchaser/Bank" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and (Name of System Integrator) of (please specify the registered office of the (System Integrator) (hereinafter called "the System Integrator/Contractor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The System Integrator and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids for engagement of System Integrator to setup IT infrastructure at the various branches ( $\pm$  25% of the total) of the Bank. M/s after going through the Bid Documents and being interested to act as System Integrator and provide the services for setup of IT infrastructure at the various branches ( $\pm$  25% of the total) branches of Bank, has submitted its Bid.

WHEREAS, the System Integrator is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the System Integrator in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Bank granting the contractor and or his agents, representatives to have specific access to Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

- the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract;
- is the public domain

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- (iii) is received from a third party not subject to the obligation of confidentiality with respect to such information;
- (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information
- (v) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient

Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the System Integrator's personnel to be present on premises of Bank or may require the System Integrator's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the System Integrator's personnel under such circumstances and to provide notice to the System Integrators of the confidentiality of all such information. Therefore, the System Integrator agrees and undertakes that any technical or business or other information of Bank that the System Integrator's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

**Governing Law:** The provisions of this Agreement shall be governed by the laws of India and the competent court at Pune shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

**Indemnity:** The System Integrator/Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/Contractor. and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the System Integrator/Contractor, in the course of discharge of its obligations under this Agreement.

The provisions hereunder shall survive termination of the Contract.

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In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written

For and on behalf of ----- Ltd.	For and on behalf of Bank of Maharashtra
( )	( )
(Designation)	( Designation)

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### 20 Annexure N FORMAT FOR TECHNICAL EVALUATION

#### 20.1 IBM AIX SERVER

Sr No	Item	Description	Qty	OFFERED Y/N
1	Hard disk	600 GB, 10K RPM, SAS SFF Hard disk drive with Hot Plug capability (ESD5)	3	
2	Controller	PCIe LP 2-x4-port SAS Adapter 3Gb	1	
3	Primary OS	AIX 7.2 Standard Edition	1	
4	RAM	• 16GB (#EM83) DDR3 ECC (1600MHz)	2	
5	Processor	6-core 3.89 GHz POWER8 processor card/Module (EPX1)	1	
6	Processor Activations	For 4 cores of 1 Processor	1	
7	Power Supply	Redundant 1400 watt hot-swap AC power supplies (#EB2M) with two power cords	2	
8	Ethernet Card	x8 PCIe2 LP-4 Port 1Gb Ethernet Adapter (#5260)	2	
9	Storage Backplane	Storage Backplane with 12 SFF-3 Bays and one DVD bay (#EJ0T)	1	
10	Rack Addition	IBM System Storage 7226 Model 1U3 Multi-Media Enclosure	1	
11	DVD RAM	SATA Slimline DVD-RAM Drive (5771)	1	
12	Chasis	Rack Mount 2U chasis and rack mount kit	1	
13	Tape Drive	DAT160 SAS Tape Drive with SAS Interface	1	
14		Hot-swap and redundant cooling		
15		– Front USB 3.0 ports (rear ports available through an RPQ)		
16		– Two Hardware Management Console 1 Gbps (HMC) ports		
17		– One system port with RJ45 connector		
18	Console	IBM 7316 Model TF4 rack-mountable flat panel console kit	1	
19	Graphics accelerator adapter	PCIe LP POWER GXT145 Graphics Accelerator (5269)	1	
20	HMC	Hardware Management Console	1	
21	Power VM Standard Edition licenses	Power VM Standard Edition licenses	4	
22	Keyboard (PS2 / USB)	104 Keys, heavy-duty bilingual keyboard, having key life of 20 million keystrokes (same color as base PC).	1	
23	Mouse (PS2/ USB)	2 button optical scroll mouse with mouse pad	1	
24	Monitor	18.5" Wide TFT LCD Color Monitor	1	

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### 20.2 Windows Server

Item	Description	Qty	OFFERED Y/N
Intel Xeon Processor	E5540-2.53 GHz, 8 MB L3 Cache, 4 core	1	
RAM	16GB, DDR3-1066	2	
HDD	Hot-plug 3.5-inch SATA (Integrated), Storage-300GB *10KRPM, pre-failure alert with 8 MB Cache Buffer.	3	
RAID	RAID 5	1	
PCI Slots	Smart PCI slots	Min 4	
Warranty	Five-year customer-replaceable unit and onsite limited warranty with 24/7 and resolution within 4 hours.		
Ethernet Interface	100/1000 Mbps auto-sensing Ethernet interface with UTP port with Wake-on-LAN support Internet Protocol Version 6 & 4 (TCP IPv6 & TCP IPv4) ready		
Ports	Minimum 1 Serial Port, 1 Parallel Port, 4 High speed USB 3.0 Port ( Minimum 2 in the front side ), PS/2 Keyboard and mouse Ports		
Power supply	230 watts and above ACPI compliant or more SMPS power supply, should be capable to support fully configured Server and it should be redundant power supply	2	
Optical device	8X or higher speed DVD ROM	1	
Mother Board	Server class Chipset Should have following features: · 64 bit AGP or better Architecture · Minimum 2 Free PCI Slots · Compatible with CPU & RAM	1	
Keyboard (PS2 / USB)	104 Keys, heavy-duty bilingual keyboard, having key life of 20 million keystrokes (same color as base PC).	1	
Mouse (PS2/ USB)	2 button optical scroll mouse with mouse pad	1	
Monitor	18.5" Wide TFT LCD Color Monitor	1	

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### 21 Annexure O – PRE CONTRACT INTEGRITY PACT

#### General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_ 2010, 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's/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

**Commented [b1]:** The specific description of the item is to be incorporated.

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 a 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

**Commented [b2]:** The specific description of the item is to be incorporated.

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.

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- 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.

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- 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**
  - 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.

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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.

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### 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

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### 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 hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

Name of the Officer:

Designation:

IT Department

Bank of Maharashtra

(Office Seal)

BIDDER

CHIEF EXECUTIVE OFFICER

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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

Witness:

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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