



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

Request For Proposal

FOR

Supply, implementation & maintenance of DR Automated Solution for Single Click Failover / Fail-back & Switchover / Switchback.

TENDER REFERENCE # 122014

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

Cost of Tender Document: Rs.25000/-

Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means ' Bank of Maharashtra'
2. Bidder/Vendor means the respondent to the RFP document,
3. RFP means the Request for Proposal document
4. CBS means Core Banking Solution implemented in the Bank
5. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'.
6. Bidder / Respondent – signify those who purchase this tender document and submit response to it.

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

Invitation to the Tender

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

Important information regarding Bid submission

Schedule of events

Tender Reference number	122014
Price of Tender Copy	Rs. 25,000/-
Earnest Money Deposit (EMD)/Bid Security	Rs.10,00,000/-
Date of commencement of sale of tender document	30th April 2014
Last Date of sale of tender document	22nd May 2014 up to 14:00 hrs
Queries to be mailed by	07th May 2014
Queries in prescribed format to be mailed to	abhinav.choubey@mahabank.co.in keshav.metkar@mahabank.co.in
Pre-Bid Conference	10th May 2014 at 11:30 hrs
Last Date and Time for receipts of tender offers	21st May 2014 up to 14:00 hrs
Time and Date of Opening of technical bids	21st May 2014 at 16:00 hrs
Place of Opening tender offers	Bank Of Maharashtra, IT Dept. Head Office, 1501, Lokmangal, Shivajinagar, Pune – 411 005.
Address & email for Communication	As above
Contact Telephone Numbers	Phone : 020 – 27011033 / 34

The copy of the RFP document may be obtained during office hours on aforesaid working days in person by paying an amount of Rs.25,000/- (Non Refundable) by way of Demand Draft / Pay Order favoring "BANK OF MAHARASHTRA" payable at Pune.

The Bank reserves the right to reject any or all offers without assigning any reason. Please note that the prospective Bidder needs to purchase the tender document from the Bank and is invited to attend the pre-bid meeting. In case the prospective Bidder downloads the document from the Bank's website, the cost of tender document shall be paid along with the Bid response. However in order to participate in the pre-bid meeting, the tender document must be purchased by the prospective Bidder.

Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same shall not be mixed with Eligibility / Technical / Commercial bid. It shall 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.

**Deputy General Manager
Information Technology**

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Purpose of this document

The purpose of this Request for Proposal (hereafter referred to as “RFP”) is for defining scope of work for the Bidder for designing, sizing, procuring, supplying, implementing, managing, training of the stated solutions to cover the locations including Bank’s DC, NS, DRC, HO, TIBD as applicable and any other locations of the Bank.

This RFP contains the details regarding scope, project timelines, evaluation process, terms and conditions as well as other relevant details which Bidder needs to factor while responding to this RFP.

Definitions and Acronyms

Following terms are used in the document interchangeably to mean:

“AD” – Active Directory

“ADF” – Automated Data Flow

“AEPS” – Aadhar Enabled Payment System

“AMC” – Annual Maintenance Contract

“AML” – Anti Money Laundering

“ATS” – Annual Technical Support

“Bank” – ‘Bank of Maharashtra’

“Branches” – all the other Banks locations (Branches, extended counters, corporate offices, etc.) other than DC, DRC & NS

“BAS” – Biometric Authentication System

“CBS” – Core Banking Solution

“CD” - Compact Disk

“CTS” - Cheque Truncation System

“CVC” – Central Vigilance Commission

“DC” – Data Centre of the Bank which is located at Pune. Hosting Banks’ Core infrastructure – Primary Site

“DLP” – Data Loss Prevention Solution

“DAM” – Database Activity monitoring solution

“DRC” – Disaster Recovery Centre which is located in Hyderabad. Hosting Banks’ Core infrastructure – Secondary Site

“DWH” – Dataware Housing

“EMD” – Earnest Money Deposit

“GM - IT” – General Manager – Information Technology

“DGM – IT” – Deputy General Manager – Information Technology

“Hardware” – Hardware or Appliance

“HO” – Head Office

“INR” – Indian Rupees

“IT” – Information Technology

“I/O” – Input/output

“IPR” – Intellectual Property Right

“MIS” – Management Information System

“MPLS” – Multi Protocol Label Switching
“MS” – Microsoft
“NAC” – Network Access Control
“SDC” – Software Distribution Centre
“NAP” – Network Aggregation Point – Generally Term used in Point to Point Network
“NPS” – New Pension System
“NS” - Near Site (hosting Bank’s Zero data loss infrastructure)
“OEM” – Original Equipment Manufacturer
“OS” – Operating system
“PAN” – Permanent Account Number
“PMO” – Bank’s CBS Project Management Office
“RFP” – Request for Proposal
“RDBMS” – Relational Database Management System
“SFMS” – Structured Financial Management System
“SIEM” – Bank’s Security Information and Event Management Solution
“SOC” – Bank’s Security Operation Centre
“SOW” - Scope of Work
“SMEs” – Small and Medium Enterprises
“SSL” – Secure Socket Layer
“SSH” – Secured Shell
“Solution” – DR Automated Solution for Single Click Failover / Fail-back & Switchover / Switchback
“T & C” – Terms & Conditions
“TCO” – Total Cost of Ownership
“TIBD” – Treasury & International Banking Division
“ToR” – Terms of Reference
“Bidder” – Vendor responding to this RFP
“VPN” – Virtual Private Network
“VM tool” – Vulnerability Management tool
“POA” – Plan of Action

1. Introduction

1.1 About the Bank

Bank of Maharashtra is a public sector bank with a standing of more than 77 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. The Bank has 1850 plus branches all over India. In the state of Maharashtra itself it has 1000 plus branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, corporate, agriculturists and importers & exporters.

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

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') to select a Bidder for supply, install, configure and provide onsite comprehensive warranty & AMC/ATS services for the period of contract.

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

1.2 Project Objective

The Bank envisages selecting a Bidder who will provide end to end DR Automated Solution for Single Click Failover / Fail-back & Switchover / Switchback. The Bank has its primary data centre and Near Site in Pune and its Disaster Recovery site at Hyderabad. The application environments are heterogeneous mix of Unix and Windows platforms, SAN based storage and three tier application architecture. Synchronous block based replication is deployed to a Near Site and asynchronous replication to the remote site. Oracle, MSSQL SERVER, MYSQL, DB2 databases are in use for various applications.

The Bank has key process in place for change management on the primary and remote systems. These are largely manual process that required project management and co-ordination amongst the various stake holders. DR Drills are the surest way to check for application recovery readiness, the challenge in doing DR Drills more frequently is the time and resources required to prepare and execute a drill.



In order to achieve The Bank's business objectives in striving to offer innovative products and superior service; the Bank intends to implement a robust and highly scalable Enterprise wide Automated Disaster Recovery Solution along with other Support applications with the required infrastructure (software, hardware, network and security) and support functions (viz. Data Centre / Disaster Recovery Site / Near Site / TIBD / HO) to support all the business, technical and functional requirements.

The Disaster Recovery Management Solution should be a single integrated business solution covering all functionality and flexibility required to carry out the Disaster Recovery operations in the current and foreseeable future. It should support all kinds of monitoring that are involved in a DR environment and also should be able to perform DR Drills in a complex environment. It should be a ready to deploy solution with pre-defined templates, and not merely a framework to support Business Continuity Plan. It should provide a competitive edge to the Bank, especially with respect to offering innovative Banking products with a quick time to operational efficiency, operational controls, superior service delivery, better risk management, higher experts retention, highest levels of regulatory and internal policy compliance and timely management information to support quick decision making at all levels of the Bank. The BANK is looking out for a comprehensive DR Management Solution for its Core Business Applications and other supportive application including Internet Banking, Mobile Banking, RTGS, NEFT, AML, ALM, GL, NPS, SFMS, Call Center, AEPS, Treasury, MIS, ADF and In house applications etc. Bank is also looking the solution for its Mail Server, NSDL, CDSL, AD, DNS, ATM Switch, BAS, CTS, Card Management System and Network Services. In future bank is looking solution for DWH and foreign office CBS and its applications.

This will be inclusive of hardware and all related software and services required for the proper functioning of the solutions.

The bidder shall include all the products & services as per the RFP requirement in Appendix 1 Form B 01- Bill of Materials and deliver the same to the Bank's location while adhering and synchronizing the delivery schedule to meet the implementation timelines mentioned in Section 1.4.

1.3 Project Scope in brief

A. The Bidder's scope is defined in this **Request for Proposal** document which encompasses the Annexures & Appendices and subsequent Addenda & Corrigenda (hereinafter referred to as "**RFP**" or "**Tender**"). This is for the Bank's Domestic Operations.

B. The contract tenure will be for **FIVE Years** from the Date of Acceptance of the Solutions by the Bank.

C. This RFP has been prepared solely to enable Bank of Maharashtra (hereinafter referred to as "Bank" or "BOM") to appoint a suitable Bidder for supplying, designing, procuring, installation, commissioning, customization, testing, implementing, integration and maintaining/maintenance of the end to end applications.

Bank of Maharashtra wishes to appoint a system integrator hereby referred to as Bidder. A brief description of the envisaged scope is enumerated below which includes: Design, Implement and manage the complete DR operations for the following applications.



Recovery Point Objective (RPO): Zero data loss.

Recovery Time Objective (RTO): 15 Minutes to 30 Minutes.

Please note that the above mentioned time-lines are approximate values, the vendors can propose a better solution that could reduce these time-lines.

The above mentioned applications are hosted on UNIX (Multiple flavours), Linux and Windows platform on physical and Virtual Machines and use databases like Oracles, MSSQL Server, MYSQL and DB2. The Bank may include more applications in the above list of application under in Automated DR solution.

The Bidder is required to deploy the above solutions adequately sized and scalable Hardware, Software, Applications, Tools, Utilities, related services and Facilities Management as per specifications, terms and conditions and scope defined in this RFP (hereinafter referred as "Solution").

- A. Rollout the proposed solutions covering all the Bank's locations.
- B. Impart Training and Knowledge Management to the Bank's management and personnel.
- C. Provide Facilities Management Services for the implemented solutions for the tenure of the Contract.
- D. Provide complete hand-over along with detailed documentation on at the end / termination of the contract period.

1.4 Project Timelines

The Bidder is expected to adhere to the following timelines:

Sr. No.	Activity	Time Period for completion
1	Providing the detailed Project implementation plan and the Architecture that needs to be installed	Within 1 week from the date of LOI.
2	Supply and delivery of solutions' Software and Hardware at respective locations.	Procure and Deliver at Bank's respective locations within 4 weeks from the date of LOI
3	Installation, customization of Software, development of interface, integration etc.	Within 8 weeks from the date of acceptance of LOI.
4	Implementation for User Acceptance Test	Within 10 weeks from the date of acceptance of LOI.
5	Pilot implementation/ release to production/ training to Bank officials	Within 18 weeks from the date of acceptance of LOI
6	To conduct successful DR Drills (Schedule / Non-Schedule) within One Year from date of releasing the application to production.	The dates will be informed by the Bank.

1.5 Schedule of Events

For Schedule of events; refer to table under the section "Invitation to tenders" on page 2 of this RFP.

All queries / requests for clarification from Bidders must reach us by e-mail or in person before the timelines mentioned in section "Invitation to tenders". Shall the Bidder have any queries or require any clarification, Bidder shall request the clarification from the Bank in the format provided in "Appendix 2 Form A 02 - Comments on T&C" for Terms & conditions related queries / clarifications and in "Appendix 2 Form A 03 - Query Format" for technical or other non – Terms & condition related queries / clarification. No clarification or queries will be responded in any other format. The Bidder shall make sure that all the queries and clarifications reach Bank before the timelines mentioned in section "Invitation to tenders".

The Bank reserves the exclusive right to make any amendments / changes to or cancel any of the above actions or any other action related to this RFP.



The Bidder is required to provide a detailed strategy to the Bank; the activities mentioned above are indicative but the timelines for procurement and delivery shall be maintained. Hence if the Bidder has a quicker and effective solution the same may be discussed and agreed by the Bank.

2. Detailed Scope of Work

2.1 Overview

To manage the Disaster Recovery Operations, Bank of Maharashtra is planning to implement a Automated Disaster Recovery Framework for all their existing/ future applications that are on DR sites for bank.

The scope of the DR automated Solution software will be for the all the applications including databases and Network are part of this RFP.

After the technical evaluation of the bids submitted by the Service Provider, Bank's team may visit the service providers support site to verify the credentials conformity to the RFP requirement.

Bank has achieved ISO 27001:2005 certification in 2011 for its 4 locations, namely DC, DR, HO and PMO. Bank also has ISMS framework in place.

2.2 DR Automated Solution - Technical Specification

Bank has currently deployed 3- way replication architecture for business critical applications. The present setup is designed to meet zero data loss as Recovery point objective for critical applications. Present Recovery Time Objective (RTO) of the Bank is 80 Minutes. Bank will revise RTO time to time depending on business requirement.

Solution should deliver high performance without inducing any latency, and I/O overheads also shall not require any kernel changes or reboot.

The proposed Disaster Recovery Management solution is required to cover the disaster management for the all production applications and any other applications that would get added during the tenure of the contract. Bank is currently using MSSQL, Oracle, DB2 and MYSQL products for its database solutions.

2.2.1 The bidder is also required to factor for the hardware that may be required to deploy the required Disaster Recovery Management solution at DC, DR & Near Site.

The Brief requirement of the Disaster Recovery Automated solution is provided below. The bidder shall, for each and every specification mentioned in Annexure 5 - Minimum Technical requirement, provide their compliance response along with the necessary evidence/documents; else the bid would get disqualified.

Indicative figures about number of servers, database instances at primary site and storage based replication at Near Site are given in the below table:



Type	Descriptions	Primary site	NS – Storage Replication
Nodes	LPAR / Physical Server	55	NA
Nodes	Virtual Machine	45	NA
Database Instances	Oracle / MSSQL / DB2/ MYSQL	30	4

* Note – These are indicative figures only and Actual figures may change.

- 2.2.2 The proposed solution should be in the form of software
- 2.2.3 The DR Solution scope should be extended to activities performed by Network devices (for eg. Routers) , all security devices (for eg. Firewall) involved in the DR exercise.
- 2.2.4 Replication technology should support Network, Database and Storage compression techniques.
- 2.2.5 DR software should be implemented in such a way that an independent application can go for DR without effecting other applications functioning at Primary Site.
- 2.2.6 Deletion at file levels should not be allowed. If required, there should be reporting/alert mechanism for such event to Bank officials.
- 2.2.7 Any Change management process or upgrade process in Software should not affect the production database or application. No changes should be prescribed in the database or replication.
- 2.2.8 The recovery mechanism and Troubleshooting details should be made available (as the reference DR software dashboard) which will help to ensure such incidents do not occur in future.
- 2.2.9 Vendor should provide basic Test cases available for DR software which will be required to run before any up gradation or patch update.
- 2.2.10 The proposed solution must offer a workflow based management & monitoring and reporting capability for the real time monitoring of a DR solution parameters like RPO (at DB level), RTO, replication status and should provide alerts(including SMS and e-mail alerts) on any deviations. The proposed solution should able to conduct DR Drills from a centralized location
- 2.2.11 The proposed solution should provide a single dashboard to track DR Readiness status of all the applications under DR.
- 2.2.12 The proposed solution should be capable of reporting important health parameters like disk space, password changes, file addition/deletion etc to ensure DR readiness.
- 2.2.13 The proposed solution should have inbuilt ready to use library of recovery automation action for heterogeneous databases and replication environments. This must significantly reduce custom development of scripts and speedy deployment of DR solutions.
- 2.2.14 The proposed solution should facilitate out-of-the-box, workflow based switchover and switchback for DR drills for standard applications based on industry best practices.



- 2.2.15 Bidder should develop use cases based on the bank requirement and configure the use cases for DR exercise.
- 2.2.16 The proposed solution should be capable of doing pre-flight / Dryrun checks to ensure conditions are met to ensure a successful DR Drill.
- 2.2.17 The proposed solution should facilitate workflows for bringing up the applications and all the components it depends on at DR while it is up at primary site without pausing/stopping the replication.
- 2.2.18 The proposed solution should have replication capability as native feature.
- 2.2.19 The proposed solution should be able to manage hosts by either deploying agents or without deploying any agent and should not require any change in the existing environment.
- 2.2.20 The proposed solution must support all major platforms including Linux, Windows, Solaris, HP-UX, and AIX with native high availability options. It must support both physical and virtual platforms.
- 2.2.21 The proposed solution should have file level replication for associated application servers and DB log replication which is supported on the commonly used OS platforms and has inbuilt bandwidth compression.
- 2.2.22 The proposed solution must have pre-packaged support for all popular databases all version of Oracle, MSSQL, MYSQL, Sybase, PostGre SQL and DB2. It must support both physical and virtual platforms.
- 2.2.23 The proposed solution should facilitate workflow based, single-click recovery mechanism for single or multiple applications.
- 2.2.24 The proposed solution should be available in the Indian market for at least 7 years and having good track record , and support for the solution should be available for at least 7 years from the date of implementation/sign-off.
- 2.2.25 The proposed solution should have good MIS system, especially it should have inbuilt Business level reports to ensure compliance to all types regulations including compliance report submitted to RBI.
- 2.2.26 The proposed DR Automated Solution should integrate seamlessly with the existing setup without the need to reconfigure or remove existing application setup including clusters
- 2.2.27 The proposed solution should cover all the functionalities mentioned in the specifications and all the required licenses should be provisioned.
- 2.2.28 Solution should be compatible with all database versions of Oracle 9i, 10g, 11g, SQL Server 2000, 2005, 2008, Sybase, IBM DB2 MYSQL and PostgresSQL and all future version release.
- 2.2.29 Solutions should be compatible with database log based replication and transaction based replication.
- 2.2.30 The solution shall be able to integrate with authentication systems like Active Directory / LDAP.
- 2.2.31 The solution should be compatible with databases installed in virtual environment.
- 2.2.32 The Bidder shall provide the training of the deployed solution to the Bank personnel for 1 batch of 5 personnel.



2.2.33 The Automated DR Solution shall duly meet the minimum technical requirements as specified in Annexure 5 – Minimum Technical requirement. The Bidder shall ensure that the bill of material is in compliance to the technical requirements.

2.3 Facilities Management - Warranty/AMC/ATS Support service, People deployment & OEM Services of proposed solutions

2.3.1 Warranty/AMC/ATS Support service

2.3.1.1 The Bidder shall provide the maintenance (Warranty, AMC & ATS) for a period of Five years beginning from the date of acceptance of the solution by the Bank. The Warranty period for the products (Hardware & Software) proposed by the bidders as the part of this RFP requirement shall be for the first Three years for Hardware & first year for Application software, for which the cost shall be factored in the respective hardware & application product cost. The AMC/ATS shall be factored for the subsequent years for the tenure of the contract. The Bidder must factor the costs in the Bill of Material accordingly. As part of warranty, AMC & ATS support the Bidder has to:

- A. Provide on-site comprehensive support for Hardware equipment and software components provided as part of this RFP.
- B. Tie back with respective OEMs for the maintenance services (Warranty/AMC/ATS).
- C. Warrant all the Hardware equipment and software against defects arising out of faulty design, materials and media workmanship etc., for a period of FIVE years from the date of acceptance of the solutions by the Bank..
- D. Provide for maintenance of Hardware equipment, including preventive maintenance support, as well as repair or replacement activity after a problem has occurred, If the supplied equipment are to be replaced permanently due to the Bidder's inability to provide spares or maintain the equipment, the Bidder shall replace the equipment of same Make/ Model/configuration or of higher configuration. However, the Bank may accept different make/model/ configuration at its discretion if the original make/model/ configurations are not available in the market due to obsolescence or technological upgradation.
- E. Provide the support services like repair, replacement to resolve the problem as per the service levels defined in Annexure 4.
- F. Defective Hardware equipment shall be replaced by the Bidder at his own cost, including the cost of transport etc. The Bidder shall not charge the Bank for any extra charges related to this activity.
- G. Provide adequate spares for the critical components of the solution equipment.
- H. Provide on-site support during quarterly DR drills or whenever required by the Bank. Agree that the Bank will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. Free on-site maintenance services shall be provided by the Bidder during the period of warranty.
- I. Undertake system maintenance and replacement or repair of defective Hardware equipment.



- J. In case equipment taken away for repairs, the Bidder shall provide similar standby equipment so that the equipment can be put to use in the absence of the originals/ replacements without disrupting the Bank's regular work.
- K. If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the Bidder shall replace the unit of component with another of the same performance and quality or higher, at no cost to the Bank.
- L. Further provided that the Bank may, during the contract, shift the goods wholly or in part to other location(s) within the Country and in such case the Bidder undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the Bank.
- M. In case the Bank desires to get the services delivered by their appointed service provider or System Integrator, then the OEM shall transfer such services to that preferred service provider or System Integrator at no additional cost to the Bank. A declaration to that effect from OEM shall be submitted by the bidder as per the format provided in Appendix 2 Form A 04 - Manufacturer Authorization.
- N. In case of any issue with Hardware equipment and related software supplied by the Bidder, Bidder (who has supplied the Hardware equipment/software) shall log a call with OEM. It is the responsibility of the Bidder to resolve the issue with the assistance of the OEM where ever deemed necessary.
- O. Provide all future software upgrades and patches for all components of the solution and assist the Bank or its System Integrator to install the same, if Bank desires during period of warranty, free of cost.
- P. The Bidder warrants that the Goods supplied under the Contract are new & unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the RFP.
- Q. The Bidder further warrants that all the Goods supplied under as part of this RFP shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Bank's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.

2.3.2 People Deployment

2.3.2.1 The Bidder is required to deploy onsite people resource to provide L1 / L2 level support to the proposed solutions for the tenure of the contract. Bank would further decide people deployment of based on Bill of Material submitted by bidder. The bidder shall have back to back support with the respective product OEMs for the 24X7 L3 support services. Bank expects that bidders deploy their resources at the DC & DRC locations and provide the remote support for any issues reported /logged by Bank's locations other than DC / DRC. If the bidder's resources are unable to resolve the issues remotely then the bidder is expected to send the resource to the respective location to resolve the issue/event at no additional cost to the Bank.

2.3.2.2 The number of resources indicated by the Bank in Appendix 3 - People Deployment & Profiles and APPENDIX 1 Form B 01 Bill of Material is for the purpose of the commercial normalization.



The actual resources requirement would be finalized at the time of deployment & the same would be at the rate provided by the bidder in their commercial.

2.3.2.3 The Bidder shall provide the people deployment plan & profile of the people in Appendix 3.

2.3.2.4 The expected skill & indicative scope for each level is briefed as below;

- a) Level 1 (L1) The support personnel in the L1 must have a minimum relevant experience of two years and good knowledge of proposed solution. The resources at this level shall be able to address the primary level diagnosis, monitoring of the functioning of the solution, address the user complaints and resolve the primary level calls over the phone / desktide, timely escalations to the next level support (L2) & follow up on the closure of the events. The L1 level support resource/s will be pool of resources across the deployed solutions of this RFP.
- b) Level 2 (L2) The support personnel in L2 must have a minimum four years' experience in the respective solution. The resources at this level shall be able to address the escalations of L1 support staff, monitoring, administration & management of the deployed solution. These resources will be the specialized resources of the respective product.
- c) Level 3 (L3) Service desk would need to be provided from the respective OEM premises. The Bidders shall include the cost of the L3 support as the part of the AMC/ATS cost of the respective product. This shall be considered under the 24*7 operations support window for the tenure of the Contract.

3. Terms & Conditions

3.1 General

The Bank expects that the Bidder appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all supply and delivery of equipment required for the project implementation.

Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidder's response would not be incorporated automatically in the RFP.

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

3.1.1 Rules for responding to this RFP

3.1.1.1 Refer to Table in "invitation of the Bidders" section of this RFP for last date for submission of the response to the RFP.

3.1.1.2 All responses shall be in English language. All responses by the Bidder to this RFP shall be binding on such Bidder for a period of 180 days after the opening of the commercial offer.

3.1.1.3 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidder and may if accepted by the Bank form part of the final contract between the Bank and the selected Bidder. Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.



- 3.1.1.4 Any technical or commercial offer, submitted cannot be withdrawn / modified after the last date & time for submission of the bids unless specifically permitted by the Bank.
- 3.1.1.5 The Bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
- 3.1.1.6 The Bidder is required to quote for all the components mentioned in the Scope of Work in this document. In case the Bidder does not quote for any of the components, the response would be deemed to include the quote for such unquoted components. It is mandatory to submit the compliance details in the formats in Appendix 1 Form B 01 – Bill of Materials provided along with this document duly filled in, along with the Technical offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 3.1.1.7 In the event the Bidder has not quoted for any mandatory items as required by the Bank and forming a part of the RFP circulated to the Bidder and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to the Bank.
- 3.1.1.8 The Bank ascertains and concludes that everything as mentioned in the RFPs circulated to the Bidder and responded by the Bidder has been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for any items or service that is required under this RFP.
- 3.1.1.9 All out of pocket expenses, travelling, boarding and lodging expenses for the entire life of the contract shall be a part of the financial offer submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 3.1.1.10 The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for supply of Security Software & Hardware and Patch Management solution etc. as mentioned in the RFP circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in the RFP.
- 3.1.2 Price bid**
- 3.1.2.1 The Bidder is requested to quote in Indian Rupees ('INR'). Bid in currencies other than INR would not be considered.
- 3.1.2.2 The prices quoted for the proposed solutions in the commercial bid shall be valid for the period of contract. In case there is decrease in the prices of the proposed solutions during the tenure of the contract; the cost benefit shall be passed to the bank
- 3.1.2.3 The prices quoted by the bidder shall include all applicable costs and taxes like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of the bank but exclusive of only applicable Service Tax and Octroi /



Entry Tax / equivalent local authority cess, which shall be paid/ reimbursed on actual basis on production of bills.

3.1.2.4 In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. up-to the date of invoice, the benefit or burden of the same shall be passed on or adjusted to the Bank. The Bidder shall provide necessary documentary proof for the same. Local entry taxes / octroi or Service Tax, whichever is applicable, if any, will be paid by the Bank on production of relative payment receipts / documents. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

3.1.2.5 The price quoted by the bidder shall be inclusive of carrying out any mutually agreed modifications changes to the deployed solutions- software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of this agreement, and the Bank shall not pay any additional cost for the same.

3.1.3 **Commercials:**

3.1.3.1. The Bank will consider the Total Cost of Ownership (TCO) over a five-year period.

3.1.3.2. Bidder is expected to maintain the proposed solutions supplied and commences the Warranty from the date of acceptance by the Bank The Bidder shall be in a position to continue to provide AMC services as proposed to the Bank for the fourth and fifth year on the sole discretion of the Approval granted by the Bank. The Bank in this regard shall take a decision based on the Bidder's performance.

3.1.3.3. Comprehensive annual maintenance charges must be quoted, on yearly basis, after taking due consideration for the warranty period.

3.1.3.4. The Bank has no obligation to accept the post warranty AMC services and the decision on the same would be taken towards the end of the warranty period;

3.1.3.5. Bank also have no obligation to buy the product & services mentioned as optional in commercial. However, such cost will be added in the TCO calculation.

3.1.3.6. While the Bank will summarily reject the equipment of a lower configuration than those mentioned in the Technical specifications, the Bank would accept equipment of higher configuration after a price evaluation of such higher configuration to ensure that there is no adverse price impact and any advantage of a lower price in such cases is passed on to the Bank. The Bidder is not entitled to a longer period for delivery on the pretext of seeking approval from the Bank for a higher configuration or enhancement;

3.1.3.7. The insurance (as more particularly dealt with in Clause 3.2.8) shall be for an amount equal to 110% of the total value of equipment on "all risks" basis, including war risks and theft and robbery and flood clauses, valid till the bank accepts the equipment. This will be applicable for the period of the contract.

3.1.3.8. The Price offer shall be on a **fixed price basis**. The rate quoted by the Bidder shall necessarily include the following:

1. Cost of the equipment;



2. Minimum of three years comprehensive Product warranty covering all parts, including adapters, chords etc., service, visits to the Bank DC, DRC, NS, TIBD and other office Locations etc. In the event any of the Software & Hardware supplied by the Bidder reaches End of Support during the contract period the Bidder shall replace such Software & Hardware at no extra cost to the bank. The replaced Software & Hardware Infrastructure component shall be acceptable to the Bank.
 3. Quarterly preventive maintenance of all the equipment to be supplied, which shall interlay, includes cleaning of inside and outside of all equipment during warranty period.
 4. Transportation, forwarding and freight charges of all equipment to the site;
 5. Comprehensive Insurance to cover equipment during transit period and until installation and acceptance of equipment by the Bank; the equipment shall be fully insured in Indian Rupees (INR) naming the Bank as the beneficiary and additional insured. In case any loss or damage occurs, the Bidder shall be responsible for initiating and pursuing claims and settlement and also make arrangements for repair and/or replacements of any damaged item/s;
 6. All taxes, duties and levies of whatsoever nature however local entry taxes / octroi and Service Tax if any shall be paid by bank at actual.
 7. Services, which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- 3.1.3.10 The Bidder must provide and quote for all products and services as desired by the Bank as mentioned in this RFP.
- 3.1.3.11 In case there is a variation between numbers and words; the value mentioned in words would be considered.
- 3.1.3.12 The Bidder needs to provide Unit costs for components and services; unit rates would be considered for the TCO purposes.
- 3.1.4 Performance Guarantee**
- 3.1.4.1 If the contract is awarded, the Bidder shall furnish a Performance Guarantee to the extent of 15% of the value of the contract within 10 days of signing of the contract. The performance guarantee needs to be for the complete period of the contract and would need to be renewed till the expiry or termination of the contract. If the Performance guarantee is not submitted within 10 days, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the Bidder after the expiry or termination of the contract.
- 3.1.4.2 The project will be deemed complete only when all proposed solutions and related hardware & software contracted by the Bank are delivered in good condition, installed, implemented, tested and accepted along with the associated documentation.
- 3.1.4.3 Responses to this RFP shall not be construed as an obligation on the part of the Bank to award a contract for any services or combination of services. Failure of the Bank to select a Bidder shall not result in any claim whatsoever against the Bank and the Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever. In the event of Bank not satisfied with the Price Discovery through this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.
- 3.1.4.4 By submitting a proposal, the Bidder agrees to promptly contract with the Bank for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with



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

- 3.1.4.5 Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Bank.
- 3.1.4.6 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services.
- 3.1.4.7 The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all the provisions of this RFP. The Bidder represents that all the deliverables to be supplied in response to this RFP shall meet the requirements of this scope.
- 3.1.4.8 The Bidder represents that the supplied equipment and documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the Equipment and other materials and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and undertakes to obtain and maintain validity throughout the project, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the Bidder for performance of the obligations of the Bidder. The Bidder further undertakes to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the Bidder.
- 3.1.4.9 All terms and conditions, payments schedules, time frame for all the deliverables as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the Bidder. The Bank shall not be responsible for any judgments made by the Bidder with respect to any aspect of the Assignment. The Bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for supply of proposed solutions, equipments etc. as mentioned in this RFP.
- 3.1.4.10 The Bank and the Bidder covenants and represents to the other Party the following:

It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on



the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by such Party:

Will not violate or contravene any provision of its documents of incorporation;

Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, shall have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

3.1.4.11 The Bidder undertakes to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

3.1.4.12 The Bank would not assume any expenses incurred by the Bidder in preparation of the response to this RFP and also would not return the offer documents to the Bidder.

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

3.1.5 Changes to the RFP

3.1.5.1 The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. The bank will inform the Bidder about changes, if any before the commercial bids are opened

3.1.5.2 The Bank may revise any part of the RFP, by providing an addendum to the Bidder at stage till commercial bids are opened. The Bank reserves the right to issue revisions to this RFP at any time before the opening of the commercial bid.

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

3.1.5.4 Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the Bank coordinator and shall be received at the address & time mentioned in section 1.5.



Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by fax or in electronic mail format or hardcopy letter or will be uploaded on website, at the sole discretion of the Bank.

- 3.1.5.5 Preliminary Scrutiny – The Bank will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.
- 3.1.5.6 Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Bidder for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.
- 3.1.5.7 The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- 3.1.5.8 Erasures or Alterations – The offer containing erasures or alterations will not be considered. There shall be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 3.1.5.9 Pricing – It is absolutely essential for the Bidder to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender for any solution which is part of the scope of work
- 3.1.5.10 Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. The bank will inform the Bidder about changes, if any. In the event of any alteration in the quantities the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by the Bank in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the Proposed solution equipment, licenses, services & equipment shall be passed on to the Bank within the contract period.
- 3.1.5.11 Details of Sub-contracts, as applicable – If required by the Bank, Bidder shall provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the



responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

- 3.1.5.12 No Proposed solution will be accepted as complete if any components of Hardware or software are not delivered. In such an event, the supply will be termed incomplete and will not be accepted and warranty period will not commence besides Bank's right to invoke the penalties which will be prescribed in the contract.
- 3.1.5.13 There will be an inspection test conducted by the Bank after installation of the proposed solutions. In case of discrepancy in Proposed solution equipment supplied & not matching the Bill of Materials or technical proposal submitted by the Bidder in their technical bid, the Bidder shall be given 6 weeks' time to correct the discrepancy post which Bank reserves the right to cancel the entire contract and the Bidder shall take back their equipment at their costs and risks. The inspection test will be arranged by the Bidder at the sites in the presence of the officials of the Bank. The warranty for the equipments (including software and hardware provided by the Bidder pursuant to this Agreement) will commence after acceptance sign off. The tests will involve trouble-free operation of the complete system during inspection apart from physical verification and testing. There shall not be any additional charges for carrying out this inspection test. The Bank will take over the system on successful completion of the above acceptance test. The Installation cum Inspection Test & Check certificates jointly signed by Bidder's representative and Bank's official shall be received at along with invoice etc. for scrutiny before taking up the request for consideration of payment.
- 3.1.5.14 The Head Office of the Bank is floating this RFP. However, the Bidder(s) getting the contracts shall install and commission the equipment, procured through this RFP, at the Bank's Datacenters – DC, DR, NS & TIBD or at such centers as the Bank may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
- 3.1.5.15 The Bank shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Bidder). The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.

In respect of demands levied by the Bank on the Bidder towards breaches, claims, etc. the Bank shall provide the Bidder with details of such demand levied by the Bank.

However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the Bidder is expected to provide as per the RFP.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

- 3.1.5.16 The Bidder's representative and local office at Pune will be the contact point for the Bank. The delivery status of equipment shall be reported on a weekly basis.
- 3.1.5.17 Bidder shall ensure that the Proposed solution equipment/ and its associated components delivered to the Bank including all components and attachments are brand new. In case of



software supplied with the system, the Bidder shall ensure that the same is licensed and legally obtained with valid documentation made available to the Bank.

3.1.5.19 Manufacturer's Authorization Form – The Bidder shall furnish a letter from original equipment manufacturer in the format provided in Appendix 2 Form A 04 - Manufacturer Authorization provided along with this RFP,

3.1.5.20 Technical Inspection and Performance Evaluation - The Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the Bidder. The Bidder would permit the Bank or any person / persons appointed by the Bank to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Bidder and under no circumstances the same would be reimbursed to the Bidder by the Bank.

3.1.6 Conditional bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same shall be obtained before submission of bids.

3.1.7 Award of Contract

3.1.7.1 The Bank will award the contract to the successful Bidder, out of the Bidders who have responded to Bank's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest commercial Bid.

3.1.7.2 The Bank reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipment are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

3.1.8 Bid Security

a) The Bidder shall furnish, as part of its Technical bid, bid security of an amount in the form of EMD of Rs. 10,00,000/= (Rupees Ten Lakhs Only). The bid security is required to protect the Bank against the risk of Bidder's Conduct. The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft favoring "Bank of Maharashtra" by a Scheduled Commercial Bank or a Foreign bank located in India in the form provided in Appendix 2 Form A 05 of this RFP Any bid not secured in accordance with the above will be rejected by the Bank as non-responsive.

b) Unsuccessful Bidders' bid security will be discharged/returned as promptly as possible after the expiration of the period of bid validity prescribed by the Bank.

c) The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance guarantee.

The bid security may be forfeited:

(a) If Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;

Or

(b) In case of the successful Bidder, if the Bidder fails:



- (i) To sign the Contract
And

- (ii) To furnish performance security.

- d) Period of Validity of Bids

The process of bid evaluation, approval and the subsequent activities may be assumed to take a reasonable amount of time. Therefore, the bids shall remain valid for 180 days after the date of opening of Commercial Bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

3.1.9 Confidentiality Agreement

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

3.1.9.1 Responses received become the property of the Bank and cannot be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

3.2 Terms of Reference ('ToR')

3.2.1 Contract Commitment

The Bank intends that the contract, which is contemplated herein with the Bidder, shall be for a period of five years from the date of acceptance sign off. However, the extension of the AMC post warranty period will be at the sole discretion of the Bank.

The Bidder will continue to provide AMC services to the Bank for the fourth and fifth year on the sole discretion of the Approval granted by the Bank. The Bank in this regard shall continue with the Bidder services based on their satisfaction of the Bidder's performance.

3.2.2 Ownership, Grant and Delivery

The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license for all the software to be provided as a part of this project. All the licenses shall be purchased in the name of the Bank. The use of software by Bidders on behalf of the Bank would be considered as use thereof by the Bank and the software shall be assignable / transferable to any successor entity of the Bank.

The bank reserves the right to use the excess capacity of the Proposed solution equipment, licenses and other infrastructure supplied by the Bidder for any internal use of the Bank or its affiliates, subsidiaries or regional rural bank at no additional cost. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the proposed solutions equipment, licenses and infrastructure by the Bank.

Further the Bidder also agrees that such use will not infringe or violate any license or other requirements.



3.2.3 **Completeness of the Project**

The project will be deemed as incomplete if the desired objectives of the project **Section 2 – Scope of Work** of this document are not achieved.

3.2.4 **Inspection**

The Bank will carry out the inspection tests for testing of related deliverables & licenses to verify that the supplied equipments are as per the Bill of materials. The Bidder shall assist the Bank in all inspection tests to be carried out by the Bank.

In case of any discrepancy in the Proposed solution supplied, the Bank reserves the right to terminate the entire agreement in case the Bidder does not rectify or replace the supplied hardware/software and the Bidder shall take back Bidder equipment at Bidder costs and risks. The bidder shall further be liable to applicable penalties as per termination clause . The Bidder shall ensure that all costs associated with insurance from the date of transfer of title till the final acceptance by the Bank will be borne by the Bidder and the asset insured in the name of the Bank. The Bidder shall provide the insurance certificates for insurance of the 'Bidder Supplied Equipment' to the Bank along with supply of Equipment.

The Installation cum Inspection Test and Check certificates jointly signed by representative of the Bidder and official auditor appointed by the Bank will be received at Head Office of the Bank along with Bidder invoice for scrutiny before taking up the request for consideration of payment.

In all cases, the Bidder shall have the sole responsibility for bearing all additional charges, costs or expenses incurred in correcting, reworking or repairing the defective or non-conforming Proposed solution equipment, unless such failure is due to reasons entirely attributable to the Bank.

3.2.5 **Inspection Certificate**

On successful completion of inspection testing i.e. receipt of deliverables, installation & configuration of the proposed solution etc. and the Bank is satisfied with the working on the system, the inspection certificate will be jointly prepared with the selected Bidder at the time of the execution of the project.

The date on which such certificate is signed by the Bank shall be deemed to be the date of acceptance of the system and the Warranty of the system starts from that date.

3.2.6 **Compliance and assurance.**

- i. Assisting the Bank in attaining and ensuring ongoing compliance to various regulatory and data security/ privacy requirements
- ii. Addressing relevant threats/ risks identified in a proactive manner and through audit observations
- iii. Providing analysis and MIS for solution and associated services related data, to demonstrate audit readiness and adherence to the agreed service levels.
- iv. For all existing applications, SI shall submit Data Dictionary (wherever feasible) as a part of System documentations.
- v. SI shall submit within 10 days from signing of this agreement, an Application Integrity Statement from application system vendor providing reasonable level of assurance about the



application being free of malware at the time of sale, free of any obvious bugs and free of any covert channels in the code.

3.2.7 Assignment

Bank may assign the proposed solution equipment and related software provided therein by the Bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the AMC services to any of the sub-contractors, at its sole option, upon the occurrence of the following: (i) Bidder refuses to perform; (ii) Bidder is unable to perform; (iii) termination of the contract with the Bidder for any reason whatsoever; (iv) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against the Bidder. The Bidder shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favorable terms than that provided by the Bidder and shall include appropriate wordings to this effect in the agreement entered into by the Bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the Bidder to perform or termination/expiry of the contract.

3.2.8 Insurance

In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment as set out above, the Bidder shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of Supply of solution equipment & software and shall provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Bank's premises, Banks property, data or loss of life, which may occur as a result of or in the course of performing the Bidder's obligations under the RFP. The Bidder also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid.

The Bidder shall furnish to the Bank prior to the commencement of the supply of solution equipment, copies of the certificates of insurance as stipulated as set out herein certifying that the policies of insurance, endorsed as required, are in full force and effect (together with any required waivers of subrogation). The Bidder shall ensure that the policies contain provision that the Bank will be given thirty (30) days' prior written notice by the insurers in the event of either cancellation or material change in coverage; and that the Bank shall be given thirty (30) days' notice prior to termination of the insurance for failure to renew or pay premium. The Insurance procured by the Bidder shall be primary to any other insurance available to the Bank, its assigns, officers, directors, agents and employees.

The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations, and the Bidder's liability to the Bank shall not be limited to the amount of coverage.

It is usual for Bidders to have name of their customers endorsed as additional insured / beneficiary and provide a copy of the policy to the customers.

The Bank shall be added as a "Beneficiary or additional insured" and appropriate certification shall be provided by the Bidder's insurer certifying compliance with the provisions of this clause



3.2.9 Order Cancellation

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

3.2.9.1 Inordinate delays & lack of action from the Bidder towards supply and delivery beyond the delivery timelines

3.2.9.2 Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by the Bank. (60 days will be construed as the notice period)

3.2.9.3 In case of order cancellation, the Bidder agrees that they will bear the complete cost of any re-procurement that would be needed by the Bank to fulfill the obligations of the RFP.

3.2.10 Indemnity

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

- i. an act or omission of the SI, its employees, its agents, or employees of the consortium in the performance of the services provided by this Agreement,
- ii. breach of any of the terms of this Agreement and amendments thereof or breach of any representation or warranty by the SI,
- iii. use of the provided Solution and/ or facility provided by the SI,
- iv. infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the Solution requirement.

3.2.10.2 The SI shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment at all points of time, provided however,

- i. the Bank notifies the SI in writing immediately on aware of such claim,
- ii. the SI has sole control of defense and all related settlement negotiations,
- iii. the Bank provides the SI with the assistance, information and authority reasonably necessary to perform the above, and
- iv. the Bank does not make any statement or comments or representations about the claim without prior written consent of the SI, except under due process of law or order of the court. It is clarified that the SI shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and SIs) rights, interest and reputation.

3.2.10.3 The SI shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- i. Non-compliance of the SI with Laws / Governmental Requirements
- ii. IP infringement



- iii. Negligence and misconduct of the SI, its employees, and agents
- iv. Breach of any terms of this Agreement or the Agreement and amendments thereof or Representation made by the SI
- v. Act or omission in performance of service.
- vi. Loss of data due to SI provided facility provided the loss can directly and solely be attributable due to services provided by SI

3.2.10.4 Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

3.2.10.5 The SI shall not indemnify the Bank for:

- i. Any loss of profits, revenue, contracts, or anticipated savings or
- ii. Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and SIs of the Bank would be considered as a "direct" claim.

3.2.11 Inspection of Records

All Bidder records with respect to any matters covered by this tender shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

3.2.12 Publicity

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

3.2.13 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

3.2.14 Penalty



- 3.2.14.1 The Bank expects the Bidder to complete the scope of the project as mentioned in section 2 - scope of work of this document within the timeframe specified in Section 1.4 Project Timelines of this document. Inability of the Bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause.
- 3.2.14.2 For example, if the Bidder is not able to supply a Proposed solution equipment or the supplied equipment requires some more parts for its functioning or there is a delay in installation of any equipment then the penalty levied will be 1% of the cost of "That Proposed solution component" per week of delay. For example there is delay of two week in delivery / installation of an equipment ; then the penalty will be charged 2% of the cost of that equipment.
- 3.2.14.3 The proposed rate of penalty would be 1 % of the of value of affected service or product per week of non-compliance to, the service levels for every percentage below the expected levels of service, for that particular service. Overall cap for penalties will be 10% of the contract value. Thereafter, the contract may be cancelled and amount paid if any, will be recovered with 1.25% interest per month. The bank also has the right to invoke the performance guarantee. Refer to Appendix 1 Form B 01 – Bill of Materials for cost of the product and services; also refer to section 1.4 for project timelines.
- 3.2.14.4 Inability of the Bidder to provide services at the service levels defined would result in breach of contract and would invoke the penalty clause. Refer to Annexure 4 for service levels and service credits
- 3.2.14.5 Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- 3.2.14.6 Notwithstanding what is mentioned hereinabove or anywhere else in the tender, the maximum amount that may be levied by way of penalty shall on no account exceed 10 % of the Total Contract value and the contract value will be determined at the time of contract finalization.

3.2.15 Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

3.2.16 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank's system the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

3.2.17 Privacy & Security Safeguards



The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location. The Bidder shall develop procedures plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location.

3.2.18 Confidentiality

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

Relates to the Disclosing Party; and

is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

(is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions , techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

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

Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use the Bank’s confidential information or Intellectual property.

3.2.18.1 The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party



howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- 3.2.18.2 Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of Supply of Proposed solution equipment Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or
- 3.2.18.3 Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- 3.2.18.4 In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - 3.2.18.4.1. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - 3.2.18.4.2. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - 3.2.18.4.3. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
 - 3.2.18.4.4. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- 3.2.18.5 The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - 3.2.18.5.1. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;



- 3.2.18.5.2. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
- 3.2.18.5.3. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
- 3.2.18.5.4. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- 3.2.18.6 The restrictions in the preceding clause shall not apply to:
- 3.2.18.6.1 Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- 3.2.18.6.2 Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- 3.2.18.6.3 The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- 3.2.18.6.4 The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

3.2.19 Technological Advancements

The Bidder has to ensure that the equipment supplied are not declared as end of sale for at least 12 months from the date of the submission of the offer. The Bidder also has to ensure that the equipment supplied as part of this bid are not declared end of support or services for at least 7 years from the date of submission of bid. The Bidder agrees that all parts & spares for the equipment would be made available during the period of the contract. It will be the obligation of the Bidder to provide a minimum of 1 year notice before any equipment is to be declared as end of support or sale

3.2.20 ISMS Framework



The SI and the team shall abide by the ISMS framework of the Bank which includes Incident Management, Change Management, Capacity Management, Configuration Management etc.

3.2.21 IPv6 readiness

The SI shall ensure that the all the solutions including hardware and software are IPv6 compatible and shall ensure the readiness as per the national roadmap for IPv6 deployment at no extra cost to the Bank. SI shall successfully pass both Interoperability and Conformance tests for IPV6 and shall receive the IPV6 Ready Logo. The SI shall ensure that the devices used for the entire solution and related services shall be on the IPv6 Ready logo program approved list and shall pass the IPv6 Ready Logo Phase-2 test.

3.2.22 IT ACT

The SI shall ensure that the solution is complied with all the regulatory guidelines of GOI/ RBI and also adheres to requirements of IT Act 2000 (including amendments in IT Act 2008 and IT Act Rules, 2011) and amendments thereof. A self-declaration to this effect is to be submitted by the SI Integration with SIEM

Integration with existing SIEM Solution: The Solution shall be integrated seamlessly with the Bank's existing SIEM Solution. As required by Bank, the SI and the OEM shall provide all the required information and data for integrating with SIEM.

3.2.23 Bidder's Liability

The Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. The Bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

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

In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the Proposed solution components, hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and Bidders of the Bank would be considered as a direct claim.

3.2.24 Guarantees

Bidder shall guarantee that the software and allied components used to service the Bank are licensed and legal. All Proposed solution and related component must be supplied with their original and complete printed documentation.

3.2.25 Force Majeure

3.2.25.1 The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.



- 3.2.25.2 For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
- 3.2.25.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 3.2.25.4 In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations in an endeavor to find a solution to the problem.
- 3.2.26 Resolution of Disputes**
- 3.2.26.1 The Bank and the supplier Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.
- 3.2.26.2 If the Bank project director and Bidder project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 3.2.26.3 If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.
- 3.2.26.4 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Pune.
- 3.2.26.5 If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.



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

3.2.27 Exit Option and Contract Re-Negotiation

3.2.27.1 The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

3.2.27.1.1 Failure of the successful Bidder to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract;

3.2.27.1.2 Delay in delivery beyond the specified period;

3.2.27.1.3 Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by the Bank. (60 days will be construed as the notice period)

3.2.27.2 In addition to the cancellation of the contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.

3.2.27.3 The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Bidder shall continue to have the same obligations as contained in this RFP in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly,

The Equipment procured here from third parties is functionally similar, so that the Bidder can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

3.2.27.4 Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the warranty/AMC/ATS services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole discretion to ascertain whether such Plan has been complied with.



Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

3.2.28 **Corrupt and Fraudulent Practices**

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

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

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

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

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

3.2.29 **Waiver**

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

3.2.30 **Violation of terms**

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

3.2.31 **Visitorial Rights**

The Bank reserves the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused.

3.2.32 **Addition/Deletion of Qualified Offerings**



Both parties agree that the intent of this tender is to establish an initial set of service offerings. The Bank recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. In addition, the Bank recognizes that from time to time Proposed solution equipment and related products that are provided as part of Bidder services will be upgraded or replaced as technology evolve. Replacement and / or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of the Bank. For this purpose, a Change Order Procedure will be followed. Bank may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The Bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The Bidder shall carry out such services as required by the Bank at mutually agreed terms and conditions.

The Bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and the Bank reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations the bank has the right to order as much as it wants at those rates.

The Bidder shall agree to submit the request to add new services or service categories on its letterhead signed by a representative authorized to bind the organization.

The Bank is under no obligation to honor such requests to add service categories or amend this contract.

As a method for reviewing Bidder services and Bank requirements, the Bank will sponsor regular reviews to allow an exchange of requirements and opportunities.

All quantities mentioned in this RFP are indicative. The quantities of components to be procured as part of this tender can be varied by the Bank. This also includes the right to modify the number of branches, extension counters, offices, training centres etc.

3.2.33 Termination

3.2.33.1 The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving ninety (90) days prior written notice to the Bidder.

3.2.33.2 The Bank shall be entitled to terminate the agreement at any time by giving notice if:

(a) The Bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.

(b) The Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

3.2.33.3 The Bidder shall have right to terminate only in the event of winding up of the Bank

3.2.34 Effect of termination

3.2.34.1 The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.



Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.

Same terms (including payment terms) which were applicable during the term of the contract shall be applicable for reverse transition services

- 3.2.34.2 The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by the Bank, continue to provide warranty/AMC services to the Bank at no less favorable terms than those contained in this RFP. In case the bank wants to continue with the Bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- 3.2.34.3 The Bank shall make such prorated payment for services rendered by the Bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- 3.2.34.4 Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

4. Evaluation Process

The competitive bids shall be evaluated in three phases:

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

4.1 Eligibility Bid

Eligibility criterion for the Bidders to qualify this stage is clearly mentioned in **Annexure 3 – Eligibility Criteria Compliance** to this document. The Bidders who meet ALL these criteria would only qualify for the second stage of evaluation. The Bidder would need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market, if specified otherwise.

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

4.2 Technical Evaluation criterion

The technical evaluation criterion would broadly involve the following major areas:

Sr. No.	Description	Maximum Score	Scoring Mechanism	Credentials
Section 1	Compliance to Technical requirement	200	<p>The Compliance factor across the following solutions will be scored. The maximum score for each solution is stated below:</p> <p><u>Minimum score for this Section must be 160 marks.</u></p>	Compliance to Annexure 5
Section 2	Reference site Visit	50	<p>A Committee of people from Bank would carry out Reference Site Visits and/or Telephonic discussions with the existing customers of the Bidder. The inputs that have been received from the Customer would be considered by Bank and this might not need any documentary evidence. This rating would be purely on the inputs provided by the Bidders customers.</p> <p>The scoring would be relative among the bidders.</p>	



			Bank at its discretion may reject the proposal of the Bidder without giving any reasons whatsoever, in case the responses received from the Site Visits are negative.	
Section 3	Use cases	150	Bidder's Preparedness to cover various use cases.	shared by the Bidder
Section 4	Bidder's detailed work plan (Approach & Methodology) and presentation	100	Detailed work plan to be scored	Project Plan chart shared by the Bidder
Total		500		

The Bidders must satisfy BOTH the below stated two criteria to qualify for the next stage of evaluation (Stage 3 - Commercial Evaluation).

- Achieve a minimum of 160 marks (80% compliance of 200 marks) for Section 1.

AND

- Achieve a minimum score of 400 out of 500 marks (80%) based on the total technical evaluation scoring (Section 1+Section 2 +Section 3+ Section 4.)

In case, none of the Bidders score a minimum of 400 marks then the Bidders who have achieved the top 2 scores will qualify for the commercial evaluation stage.

In case only one Bidder scores 400 points or above, only this Bidder will be considered for the commercial bid.

The list of requirements for the technical Bid has been mentioned in "Technical Proposal format" in Section 6.

The Bidders are required to comply with the requirements stated herein, if any Bidder's response is found to be non-compliant, then the Bank at its discretion may reject the Bid. Hence only the Bidder's who have achieved the set compliance will be considered for commercial bid evaluation.

4.3 Commercial Bid Evaluation

The commercial bid has to be provided based on the format provided in the RFP. Based on the present value of the bid, the Total Cost of Ownership (TCO) will be calculated. The Bidders will be categorized as L1, L2, L3 etc on the basis of their TCO (In the ascending order, i.e. **L1 being the Bidder with the lowest TCO**, followed by L2 with the next lowest score and so on.) The L1 bidder will be considered for the award of the contract.

Bidders have to note that:



- The bidder would need to provide all costs in Appendix 1 - Bill of Material. The cost summary from these will flow into the Summary sheet of Appendix 1- Bill of Material.
- The Bidder needs to provide unit costs for all components and services; unit rates into the stipulated quantities would be considered for the TCO calculation in case of any discrepancy in the totaling, modifications, addition, correction, etc.
- In the event the Bidder has not quoted or has omitted any mandatory product or service required for the Solution it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank.

At the end of 5 years, the contract may be renegotiated as mutually agreed by both parties. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

5 Payment Terms

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

The Bidder will have to submit a document explaining the AMC/ATS costs.

The scope of work is divided in different areas and the payment would be linked to delivery and acceptance of each area as explained below:

Application Cost

- ▶ 80% of the cost would be payable on delivered Proposed solution on successful post-delivery of the respective Proposed solution and one successful site DR Drill.
- ▶ 20% of the cost would be payable on delivered Proposed solution after sign-off of the solution.

Hardware Cost

- ▶ 80% of the delivered Proposed solution equipment cost would be payable on successful post-delivery inspection of the respective Proposed solution equipment.
- ▶ 20% of the delivered equipment cost would be payable after sign-off of the solution.

Installation Costs:

- ▶ 100% of the Installation cost would be payable after installation of the respective proposed solution hardware and installation report signoffs, if Performance Bank Guarantee is submitted.

Training Costs:

- ▶ 100% of the training cost would be payable after completion of all the trainings and submission of the training feedback from the people attending the training.

Facilities Management – AMC and ATS Costs:

- ▶ The annual amount to be paid towards AMC/ATS would be divided into 4 equal installments, to be paid quarterly at the end of each quarter.
- ▶ The annual amount to be paid towards People deployment would be divided into 4 equal installments, to be paid quarterly at the end of each quarter

Bidder's failure to deliver all required components of a fully functional system (pertaining to the scope of the project) within the stipulated time schedule or by the date extended by the Bank, unless such failure is due to reasons entirely attributable to the Bank, it will be a breach of contract. In such case, the Bank would be entitled to charge a penalty, as specified in Section 3.2.14.

6 Response to RFP

The submission needs to be made at the address given below as per the schedule mentioned in section Schedule of events in "Invitation to tenders". All envelopes shall be securely sealed and stamped. The authorized signatories of the Bidder shall initial on all pages of the technical and commercial proposals. Appendix 2 Form A 06 - TO Index can be used as a checklist to ensure that the minimum required details are submitted.

Deputy General Manager (IT),
Bank of Maharashtra
Information Technology,
Head Office,
1501, Lokmangal, Shivaji Nagar,
Pune - 411005

The competitive bids shall be submitted in three parts viz.

1. Eligibility Evaluation
2. Technical offer
3. Commercial offer

Eligibility and Technical Bids shall be submitted in separate sealed sub-envelopes super scribing

"ELIGIBILITY BID FOR BANK OF MAHARASHTRA – **SUPPLY, IMPLEMENTATION & MAINTENANCE OF DR AUTOMATED SOLUTION FOR SINGLE CLICK FAILOVER / FAIL- BACK & SWITCHOVER / SWITCHBACK**
TENDER REFERENCE NO. _____ SUBMITTED BY M/S..... ON.....AT PUNE, DUE DATE _____"

on top of the sub-envelope containing the Eligibility bid

"TECHNICAL BID FOR BANK OF MAHARASHTRA – **SUPPLY, IMPLEMENTATION & MAINTENANCE OF DR AUTOMATED SOLUTION FOR SINGLE CLICK FAILOVER / FAIL- BACK & SWITCHOVER /**



SWITCHBACK TENDER REFERENCE NO._____ SUBMITTED BY M/s..... ON.....AT PUNE, DUE DATE _____ " on top of the sub-envelope containing the technical bid

These two separate sealed sub-envelopes shall be put together in another sealed master envelope super scribing BID for BANK OF MAHARASHTRA **SUPPLY, IMPLEMENTATION & MAINTENANCE OF DR AUTOMATED SOLUTION FOR SINGLE CLICK FAILOVER / FAIL- BACK & SWITCHOVER / SWITCHBACK TENDER REFERENCE NO._____ SUBMITTED BY ON.....AT PUNE, DUE DATE _____**".

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

6.1 Eligibility Bid

1. Duly filled up Annexure 3 – Eligibility Criteria Compliance.
2. Supporting credential letters or copies of documentation from clients or system integrators certifying compliance.

6.2 Technical Offer

1. Table of Contents (list of documents enclosed by the Bidders).
2. 1 copy of the technical proposal with pages properly numbered. The technical proposal shall be bound in such a way that the sections of the proposal could be removed and separated easily.
3. Appendix 1 Form B 01 - A copy of the entire Bill of Materials after masking the prices with XXX.
4. 1 copy of the masked price bid (masked price bid is a copy of the price bid without any prices. Please note that the masked price bid shall be an exact reflection of the indicative commercial bid submitted by the Bidder as part of the indicative commercial offer except that the Masked price bid shall not contain any financial information.)
5. 1 compact disk (CD) containing the soft copy of technical proposal shall be provided

6.3 Commercial Bid

1. 1 hard copy of the commercial proposal (Refer Appendix 1 Form B 01 – Bill of Material details for format).
2. 1 compact disk (CD) containing the soft copy of the commercial proposal (Refer Appendix 1 Form B 01 – Bill of Material details, for format)

Please note that if any envelope is found to contain technical and commercial offer in a single envelope, then that offer will be rejected outright.

The Bidder shall certify that the contents of the CD's are the same as that provided by way of hard copy. In the event of a discrepancy, details provided in the hard copy will be true.

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

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



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

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

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

Deputy General Manager (IT),
Bank of Maharashtra
Information Technology,
Head Office,
1501, Lokmangal, Shivaji Nagar,
Pune – 411005.

The sealed bid envelopes as mentioned above shall be dropped in the Tender Box kept in the IT, Department. The following officials shall be available for any assistance.

Shri Ardhendu Shekhar, Senior Manager-IT
Shri Abhinav Choubey, Senior Manager-IT

Submission will be valid only if:

Copies of the RFP response documents are submitted as per defined clauses in Section 6 and before the mentioned RFP closing date and time ☐ Submission is not by Fax transmission Only one Submission of response to RFP by each service provider will be permitted.

In case of partnerships / consortium, only one submission is permitted through the lead service provider.

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

All responses would be deemed to be irrevocable offers / proposals from the Bidder's and may if accepted by the Bank form part of the final contract between the Bank and the selected Bidder. Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Appendix 2 Form A01 – COVER TO). Unsigned responses would be treated as incomplete and are liable to be rejected.

6.4 Contact Details for Responding to the Proposal

The bids (arranged as mentioned above) to be submitted, shall be addressed to Deputy General Manager (IT), Bank of Maharashtra, Information Technology, Head Office, 1501, Lokmangal, Shivaji Nagar, Pune – 411005 before the due date & time as per the schedule mentioned in section Schedule of events in "Invitation to tenders" of RFP. The offer submitted anywhere else is liable to be rejected. The contact details of the Banks personnel are also provided in the same section.



6.6 Proposal Format

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

6.7 Technical Proposal Format

The technical offer shall be structured in the following sequence

- a) Appendix 2 Form A 06 - TO Index
- b) Covering letter as per Appendix 2 Form A 01 – Cover TO
- c) Bidder shall also provide the supporting document providing Company's authorization of its representative to bid, sign, and attend meetings.
- d) Executive Summary
The Executive Summary shall be limited to a maximum of five pages and shall summarize the content of the response. The Executive Summary shall initially provide an overview of Bidder's organization and position with regards to Proposed solution equipment and professional services in Banking Sector. A summary of the Bidder's products and services that will be provided as a part of this procurement shall follow. A brief description of the unique qualifications of the Bidder. Information provided in the Executive Summary is to be presented in a clear and concise manner.
- e) Delivery Schedule plan Detailed Work Plan (Project Plan) for all the equipment as mentioned in Section 2 "Scope of Work" and Section 1.4 "Project Timelines" of this document. A PERT chart providing the delivery plan and scheduled date of commencement of delivery and completion of the delivery shall also be provided;
- f) Appendix 2 Form A 02 - Comments on T&C if any from the Bidder
- g) Queries in the format as given in Appendix 2 Form A 03
- h) Manufacturers' Authorization letter in the format provided in Appendix 2 Form A 04 – Manufacturer Authorization from each OEM of whose the solution is being proposed by the bidder.
- i) Appendix 3 - Personnel Deployment & Profiles
- j) Annexure 1 - Conformity Letter
- k) Annexure 2 - Conformity with Hardcopy Letter
- l) Bill of Materials as per format provided in Appendix 1 Form B 01 - Bill of Materials (masked)
- m) Bid Security Appendix 2 Form A 05 - Bid Security Form

7 Definitions & Reference

7.1 Working Day

A working day would be any day any branch / office of the Bank is functioning.

7.2 Business hours



Business Hours for the purpose of service standards would be 8.00 am to 10.00 pm., on all working days for all the branch locations.

7.3 Restore to Service

Provides standard maintenance services including:

- Diagnostics and troubleshooting
- System, component & Proposed solution equipment maintenance
- Configuration changes, tracking, and documentation
- Upgrade / Enhancement

The maintenance for the services would be for the entire Proposed solution infrastructure of the Bank including, but not limited to all network and security equipment supplied under this scope.

7.4 Obligations of the Bidder

In the course of rendering the services mentioned in this RFP, Bidder shall be responsible for the following:

- a) Bidder shall assign personnel of appropriate qualifications and experience to perform the services in order to fulfill its obligations.
- b) Bidder shall designate one of its personnel as the Project Manager, to interact with the Designated Customer Support Contact from the Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, etc.
- c) Bidder shall exercise requisite control and supervision over its personnel in the course of rendering the services and make best efforts to ensure that the services are rendered in a continuous and uninterrupted manner.
- d) Bidder will have the right to withdraw its personnel, by replacing the persons with others having appropriate experience and skills at its own cost. Bidder shall seek necessary permission from the Bank 1 month in advance.
- e) In the event that any person engaged/deputed/deployed for rendering services, is, either; No longer available by reason of resignation or termination or the like; or unable to render satisfactory services; or not acceptable to the Bank by reason of any misconduct or non-performance on the part of such person.
- f) Bidder will use all reasonable endeavors to replace such individual promptly by another sufficiently skilled, qualified, and experienced with appropriate certifications personnel at its own cost. Bidder will in the discharge of its obligations use all reasonable endeavors to minimize changes in personnel.
- g) Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank.

8 Disclaimer

The RFP document is not an offer made by Bank of Maharashtra but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and



can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.

End of Document