



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

RFP for Supply, Installation and Maintenance  
of Server & Storage Equipment

# Bank of Maharashtra

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

## Request for Proposal for Supply, Installation and Maintenance of Servers and Storage Equipment

**TENDER REFERENCE # RFP – 032019**



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra  
ONE FAMILY ONE BANK

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

Cost of Tender Document: Rs.17,700 /-



Important instruction to obtain complete tender document the sensitive information in this document is either hidden or removed. The hidden information is highlighted in RED Marking like [REDACTED]

Sensitive information like Minimum Technical Specifications and Bill of Material are removed from this document and interested bidders are required to purchase the tender document by paying the required fees and submitting the non-disclosure agreement provided in this document vide **Annexure 18**



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### Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. Bidder means the respondent to the RFP document.
3. RFP means the Request for Proposal document
4. IT means Information Technology
5. CBS means Core Banking Solution implemented in Bank
6. HCI means Hyper Converged Infrastructure
7. RISC means Reduced Instruction Set Computer
8. AMC means Annual Maintenance Contract
9. ATS means Annual Technical Support
10. DC means Data Center
11. DRC means Disaster Recovery Center
12. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'.
13. Bidder / Respondent – signifies those who purchase this tender document and submits response to it.

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



## 1. Invitation to the Tender

This is to inform that Bank of Maharashtra (BoM) invites sealed tenders for technical and commercial bid from eligible bidders to supply, install, implement & maintain server & storage equipment as per the requirements mentioned in this RFP.

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

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

### Important information regarding Bid submission

| Tender Reference                                 | 032019   |
|--|--|
| Price of Tender Documents                        | Rs. 15,000/- + Rs. 1200 CGST+ Rs 1200/- SGST = Rs. 17,700/-  |
| Date of commencement of issue of tender document | 12/06/2019   |
| Date of closure of tender document               | 03/07/2019   |
| Bid Security Deposit (EMD)                       | Rs. 30,00,000/-  |
| Queries to be mailed by                          | 19/06/2019   |
| Queries to be mailed to                          | <a href="mailto:prasad.thakur@mahabank.co.in">prasad.thakur@mahabank.co.in</a><br><a href="mailto:keshav.metkar@mahabank.co.in">keshav.metkar@mahabank.co.in</a><br><a href="mailto:vijay.bhatkar@mahabank.co.in">vijay.bhatkar@mahabank.co.in</a> |
| <b>Pre Bid Meeting</b>                           | 21/06/2019   |
| Last Date and Time for receipt of tender offers  | 03/07/2019 up to 1400 hrs  |
| Date of opening of technical bids                | 03/07/2019 at 1600 hrs   |
| Date of opening of commercial bids               | Will be informed to Technically qualified bidders separately   |
| Address of Communication                         | Deputy General Manager,<br>Information Technology<br>Bank of Maharashtra,<br>IT Department, Head Office, "Lokmangal"<br>1501, Shivajinagar Pune – 411 005  |
| Contact Telephone Numbers                        | <b>(020) 25520708 / 25532731- 35</b>   |
| E-mail Id  | <a href="mailto:aqmitd@mahabank.co.in">aqmitd@mahabank.co.in</a>   |
| Website  | <a href="http://www.bankofmaharashtra.in">www.bankofmaharashtra.in</a>   |

The copy of RFP document may be obtained during office hours on aforesaid working days in person by paying an amount of **Rs. 17,700/- (Non Refundable) inclusive of GST**



by way of Demand Draft / Pay Order favoring "BANK OF MAHARASHTRA" payable at Pune. 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 Bank and is invited to attend the pre bid meeting on above date and time at Bank of Maharashtra, Head Office, Pune. In case the prospective bidder downloads the document from website of Bank, the cost of tender document should be paid along with the Bid response. However, in order to participate in the pre-bid meeting, tender document must be purchased by the prospective bidder.

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

Tender offers will be opened in the presence of the bidder's authorized representatives accompanied with authority letters and KYC, who choose to attend the opening of tender on the above-specified date, time and place.

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

General Manager  
Information Technology



## 2. Introduction

Bank of Maharashtra (BoM) is a public sector bank with a standing of more than 84 years. It has a three-tier organizational set-up consisting of branches, Zonal Offices and Head Office. Bank of Maharashtra, a leading Public Sector Bank has more than 1832 fully computerized branches spread across the country. In the state of Maharashtra, itself, it has about 1000 branches, the largest network of branches by any Public Sector Bank in the state. Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters.

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.

Bank has also implemented Core Banking Solution across all its branches.

Bank intends to procure/augment its existing CBS and related surrounding application infrastructure in order to support the growing business need and to make the deployment more efficient and optimal for Bank. Thus, enabling Bank to facilitate rapid development and deployment of a suite of existing and new applications for improved business responsiveness.

“The period of contract shall be for a period of five years from the date of contract signing”.

This RFP document has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') to select a bidder for supplying, implementing and maintaining server and storage equipment for the tenure of contract.

The RFP document is not a 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 Bank and any successful bidder as identified by the bank, after completion of the selection process as detailed in this document.

### 2.1 Disclaimer

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



## 2.2 Information Provided

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

## 2.3 For Respondent only

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

## 2.4 Costs Borne by Respondents

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

## 2.5 No legal relationship

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

## 2.6 Recipient obligation to inform itself

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

## 2.7 Evaluation of offers

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

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

## 2.8 Errors and Omissions

It is understood, acknowledged and agreed that while this RFP includes specific requirements and specifications for the Work, the Bank shall not be held liable for any errors or omissions in any part of the Bid Document. While the Bank has used considerable effort to ensure an accurate representation of information in the Bid Document, the information contained in the Bid Document is supplied solely as a guideline



for Proponents. The information is not guaranteed or warranted to be accurate by the Bank, nor is it necessarily comprehensive or exhaustive. Nothing in the Bid Documents is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Bid Documents.

There will be no consideration of any claim, after submission of Bids, that there is a misunderstanding with respect to the conditions imposed by the Contract. If a Proponent finds discrepancies in, or omissions in the bid document, or is in doubt as to their meaning, the Proponent shall notify the Designated Official in the Bank, who reserves the right, for any reason to issue a written addendum/ corrigendum to Proponents at any time prior to the Bid closing. Addenda/corrigenda issued during the RFP period shall be construed as part of RFP.

The Bank will assume no responsibility for oral instructions or changes.

## 2.9 Acceptance of terms

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



### 3. RFP Response terms

#### 3.1 Lodgment of RFP Response

##### Tender Fee

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

##### RFP Closing date

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

##### Only one submission permitted

Only one submission of response to RFP by each Professional/Bidder will be permitted. The RFP application shall be accepted by the Bank only in the original, and the same shall not be accepted if the required details are filed in photocopy of the RFP document or sent through facsimile.

#### 3.2 Registration of RFP Response

Registration of the RFP Response will be effected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP Response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail/Fax, the RFP Response is liable to be summarily rejected. All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

#### 3.3 Late RFP policy

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

#### 3.4 RFP Validity period

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

#### 3.5 Contract period

The contract with the selected vendor will be valid for a period of 5 years from the date of placing purchase order. The contract will be deemed completed only when all the items



and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period.

### 3.6 Requests for information

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

### 3.7 Notification

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

### 3.8 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. by the bidders will lead to disqualification.

### 3.9 Language

The RFP Response prepared by the Respondent as well as all correspondence and documents relating to the RFP exchanged by the Respondent with the Bank and supporting documents and printed literature shall be in English language only.

### 3.10 Formats of Bids

The Respondents should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the organizations with which the Respondents have rendered their services for execution of similar projects.

### 3.11 Timeframe

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



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

The time schedule will be strictly followed. Interested parties should adhere to these timelines. However, Bank reserves the right to change the aforementioned timelines, at its discretion and any objections raised against such charges shall not be entertained.

### 3.12 Application Money

Bidder has to submit demand draft for Rs. 17,700 (Rupees Seventeen Thousands Seven Hundred Only) issued by any scheduled commercial bank in India, in favor of the 'Bank of Maharashtra', payable at Pune towards cost of this RFP document. The same has to be submitted along with the bid. This is non-refundable. However, if the bidder/s wish to attend the Pre-Bid Meeting, the cost of the RFP document is to be paid at the time of Pre-Bid Meeting itself.

Procurements through MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP.

Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs. Applicable guidelines for PPP-MII Public Procurement (Preference to Make in India), from time to time.

### 3.13 Adoption of Integrity Pact

1. The pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
3. The bidders shall submit signed integrity pact as per Annexure - 11 along with Conformity to Eligibility Criteria. Those bids which do not contain the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
6. Integrity Pact in respect of this contract would be operative from the stage of invitation of the bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the



conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

|   |   |
|---|---|
| <b>Shri. Nilmoni Bhakta</b><br>Address -A-801, PBCL CHS Ltd.<br>Plot No. 3, Sector 46 A Nerul,<br>Navi Mumbai, 400706<br>Email - <a href="mailto:nilmoni.bhakta@gmail.com">nilmoni.bhakta@gmail.com</a> | <b>Shri. Madan Lal Sharma</b><br>Address -K-23, Jangpura Extention<br>New Delhi<br>Email -ml.sharma1965@yahoo.com |
|---|---|

### 3.14 Annexure Seeking Response for Evaluation

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

| Annexure Number | Name of the Annexure  |
|-----------------|---|
| Annexure 1      | Conformity with Hardcopy Letter   |
| Annexure 2      | Conformity Letter   |
| Annexure 3      | Eligibility criteria compliance   |
| Annexure 4      | Manufacturer Authorization letter   |
| Annexure 5      | Technical Bid Format  |
| Annexure 6      | Cover Letter  |
| Annexure 7      | Pre Bid Query Format  |
| Annexure 8      | Bid Security Form   |
| Annexure 9      | Compliance Statement for Reverse Auction                                  |
| Annexure 10     | Commercial Bill of Materials  |
| Annexure 11     | Pre Contract Integrity Pact   |
| Annexure 12     | List of Deviations Requested  |
| Annexure 13     | Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction |
| Annexure 14     | Performance Bank Guarantee  |
| Annexure 15     | Minimum Technical Specifications  |
| Annexure 16     | Undertaking of Information Security                                       |
| Annexure 17     | Compliance Agreement  |
| Annexure 18     | Non-disclosure Agreement  |



## 4. Project Details

### 4.1 Project Objective

Bank envisages supply of enterprise class [REDACTED] RISC servers for its business critical Applications; augmentation/supply of storage equipment; its associated software, augmentation of x86 blade servers for critical business applications, procurement of Hyper Converged Infrastructure, rack servers for LAN free backup and Network Equipment Tape Library and software licenses. For this purpose, Bank expects the bidder to supply, install, implement and provide comprehensive on-site warranty & AMC/ATS support for the proposed hardware and software along with its sub components at Bank's location in-line with the delivery schedule and implementation timelines mentioned in section 4.3.

In-depth scope of work is outlined in section 5 – “Detailed Scope of Work” of this RFP document. Bank seeks comprehensive proposals from the bidders who have the capabilities to meet Bank's requirements and have a serious interest in providing the required services. This RFP provides information on Bank, scope of work and instructions for the preparation and submission of the RFP response.

### 4.2 Project Scope

The bidder shall be responsible for the following:

- Supply of [REDACTED] RISC servers along with associated software necessary for installation and implementation at the stipulated locations of Bank
- Augmentation/Supply of Storage Equipment along with associated software necessary for installation and implementation at the stipulated locations of Bank
- Augmentation of x86 blade servers along with associated software necessary for installation and implementation at the stipulated locations of Bank
- Supply of Hyper Converged Infrastructure along with associated software necessary for installation and implementation at the stipulated locations of Bank
- Supply of Rack Servers, Ethernet Switches, Tape Library, SAN switches and in-scope software licenses
- For [REDACTED] RISC servers, Storage Equipment, x86 blade servers, Hyper Converged Infrastructure, Rack Servers, Ethernet Switches, Tape Library and SAN Switches, bidder shall refer to the detailed scope in this document and adhere to the compliance requirements in Annexure 10 – Bill of Materials
- End-to-End installation and implementation of [REDACTED] RISC servers, Storage Equipment, x86 blade servers, Hyper Converged Infrastructure, Rack Servers, Ethernet Switches, Tape Library and SAN Switches as mentioned in Annexure 10 - Bill of Materials at Bank's stipulated locations including configuration and customization as per Bank's requirement
- Integration, if any, with Bank's existing application platforms, server and storage environment, enterprise network, security solutions, ticketing tools etc.
- Adherence to Service Level Agreements (SLA) and periodic monitoring and reporting of the same to Bank



- Provision of comprehensive onsite warranty, AMC/ATS and maintenance of the supplied components for the period of contract

The term of the contract shall be for a period of 5 years from the date of contract signing.

All the hardware components should come with 3 years warranty; subsequently, the vendor shall provide AMC support for the next 2 years. All software components should come with 1 year warranty; subsequently, the vendor shall provide ATS support for the next 4 years

### 4.3 Project Timelines

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

| Sr. No | Activity   | Time Period for completion of the project   |
|--------|--|---|
| 1      | Supply and delivery of [REDACTED] RISC servers, Storage Equipment, x86 blade servers, Hyper Converged Infrastructure, Rack Servers, Ethernet Switches, Tape Library, SAN Switches and Software Licenses at [REDACTED] and [REDACTED] | Within 8 weeks from the date of acceptance of purchase order by the successful bidder         |
| 2      | Installation & implementation of [REDACTED] RISC servers, x86 blade servers, Hyper Converged Infrastructure, Rack Servers, Ethernet Switches, Tape Library, SAN Switches and Software Licenses at [REDACTED] and [REDACTED]          | Within 1- month from the date of acceptance of delivery by Bank                               |
| 3      | Installation, implementation & commissioning of Storage Equipment at [REDACTED] and [REDACTED]   | Successfully install & migrate within 1-month from the date of acceptance of delivery by Bank |

Bank, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the vendor during the implementation, if a need arises. Also, Bank expects the successful bidder to provide details of power, space, cooling and network port requirements for hosting of in-scope components at [REDACTED] and [REDACTED]. Bank will provision the necessary infrastructure.



## 5. Detailed Scope of Work

### 5.1 General

- Bank envisages procurement of enterprise class [REDACTED] RISC servers for critical business applications to be deployed at [REDACTED] and [REDACTED]
- Bank envisages augmentation/supply of storage equipment for critical business applications to be deployed at [REDACTED] and [REDACTED] and to meet the business projected volumes
- Bank envisages augmentation of x86 blade servers for critical business applications to be deployed at [REDACTED] and [REDACTED]
- Bank envisages procurement of Hyper Converged Infrastructure for critical business applications to be deployed at [REDACTED] and [REDACTED]
- Bank envisages procurement of rack servers for LAN free backup of data at [REDACTED] and [REDACTED]
- To meet Bank's business objectives, Bank envisages procurement of Ethernet Switches, Tape Library and SAN Switches at [REDACTED] and [REDACTED]
- Bank's [REDACTED] is located at [REDACTED], [REDACTED] ([REDACTED]) is located at [REDACTED] and [REDACTED] is located at [REDACTED]
- Bidder is required to provide details of each individual proposed server hardware, storage equipment, software and other in-scope components along with its associated hardware & software and any other component/service necessary for installation and implementation, as mentioned in Annexure 10 – Bill of Materials
- Vendor is also required to carry out activities given in the following table:

| Sr. No | Activity  | Remarks   |
|--------|---|---|
| 1      | Physical delivery of [REDACTED] RISC servers, Storage Equipment, x86 blade servers, Hyper Converged Infrastructure, Rack Servers, Ethernet Switches, Tape Library, SAN Switches and Software Licenses at [REDACTED] and [REDACTED] as per Annexure 10 - Bill of Materials | The vendor has to supply and deliver [REDACTED] RISC servers, Storage Equipment, x86 blade servers, Hyper Converged Infrastructure, Rack Servers, Ethernet Switches, Tape Library, SAN Switches and Software Licenses as per Annexure 10 - Bill of Materials at Bank's premises   |
| 2      | End-to-End installation and implementation of [REDACTED] RISC servers, Storage Equipment, x86 blade servers, Hyper Converged Infrastructure, Rack Servers, Ethernet Switches, Tape Library, SAN Switches and Software Licenses at [REDACTED] and [REDACTED]               | The vendor is required to do end-to-end installation, implementation, configuration and commissioning of [REDACTED] RISC servers, Storage Equipment, x86 blade servers, Hyper Converged Infrastructure, Rack Servers, Ethernet Switches, Tape Library, SAN Switches and Software Licenses. The vendor is required to unpack, assemble, mount and boot the equipment, install necessary service packs, patches and fixes, set up and configure the equipment and perform any other activity required for |



| Sr. No | Activity  | Remarks   |
|--------|---|---|
|        |   | <p>successful installation of equipment. Compatibility issues of sub-systems with OS, respective drivers, firmware, any other components to be installed, if required, are to be resolved by vendor</p> <p>Bank's System Integrator will provide inputs/configuration details to the vendor for configuring the equipment along with other required document and related architecture documents. Further, the vendor will be required to assist the System Integrator to install the Business Applications</p> <p>Post end-to-end installation and implementation of equipment by vendor, Bank's System Integrator and Bank will conduct acceptance test to verify installation's compliance with the configuration and relevant setting provided by Bank and its System Integrator</p> |
| 3      | Provide comprehensive on-site warranty and AMC/ATS support for the tenure of contract | <p>The vendor will be responsible to provide onsite comprehensive warranty support, back-to-back support from the OEM, to meet the Service Levels defined in this RFP till the currency of the contract.</p> <p>Warranty of hardware and software will start from the date of installation acceptance by Bank. AMC/ATS will start from the date of expiry of warranty period.</p>   |

- For in-scope hardware, as mentioned in this RFP document and in Annexure 10 - Bill of Materials, the vendor should avoid quoting components going end-of-sale within 12 months of its date of delivery. In the event of hardware reaching end of sale within 12 months of supply to Bank, vendor is required to supply and install new equivalent hardware (or superior hardware) at no additional cost to Bank; also the software (system & Business software) implementation cost or any other cost related to the same has to be borne by the vendor
- The hardware proposed or supplied should not reach end of support at least for period of 7 years. If hardware reaches end of support before above period but OEM agrees to extend the support to meet contractual obligations, the deliverables of extended support should be same as to original support, i.e. the extended support should cover



Hardware Support, Software Support, Firmware Upgrades, Security Fixes, Bug Fixes and Patches etc. In the event of hardware reaching end of support within 7 years of supply to Bank, vendor is required to supply and install new equivalent hardware (or superior hardware) at no additional cost to Bank; also the software (system & Business software) implementation cost or any other cost related to the same has to be borne by the vendor

- The vendor is required to supply, install, implement, integrate and provide subsequent comprehensive on-site warranty of all the in-scope hardware based on the Bill of Material shared by Bank. The delivery plan must be synchronized with the project delivery timelines of Bank
- Vendor is required to provide resources, which may be required for successful completion of the entire assignment within the quoted cost to Bank. Furthermore, the delivery shall be year over year as indicated in the Bill of Material
- The Bidder may request for conducting site visit of [REDACTED], [REDACTED] and [REDACTED] prior to date of submission of the proposals. The request for visiting the [REDACTED], [REDACTED] and [REDACTED] will be considered only for bidders who have purchased the tender document. Bank reserves the right for access into its premises
- All in-scope hardware should be provided with 3 years of comprehensive on-site warranty which will start from the date of installation acceptance by Bank. Post warranty period completion, bidder should provide AMC for the remaining tenure of the contract. For all the in-scope software, bidder should provide 1 year of warranty, followed by 4 years of ATS
- In case of up-gradation of the existing hardware and its associated software, the vendor is required to provide the Warranty/AMC/ATS for that entire hardware (i.e. existing hardware + up-graded components) and the associated software for the period of contract.
- Consider an example of "storage up-gradation", the existing components such as hard disk stack etc. will be reused and for components that need to be upgraded such as storage chassis, controllers, power supplies etc.); the vendor is required to provide Warranty/AMC/ATS for the period of contract, post acceptance of such hardware
- The vendor will need to provide support for IPv6 migration for the related applications hosted at [REDACTED], [REDACTED] and [REDACTED] on provided hardware/system software/ application at no extra cost to Bank. The hardware proposed should be IPv6 and IPv4 Compliant.
- SIEM or Security Operations Center: Vendor to support for integration of system software/application with bank's SIEM at no extra cost to Bank
- In case any bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP

## 5.2 [REDACTED] RISC Servers at [REDACTED] and [REDACTED]

Bank envisages supply of enterprise class [REDACTED] RISC servers at [REDACTED] and [REDACTED] required for new critical business applications. Refer to Annexure 10 – Bill of Material for hardware & software details. The vendor is required to supply, install, implement, integrate and provide comprehensive onsite warranty & AMC/ATS for proposed enterprise class [REDACTED] RISC servers and associated software for the period of contract.



### 5.3 Hyper Converged Infrastructure

Bank intends to procure Hyper Converged Infrastructure solution at [REDACTED] and [REDACTED] to deploy critical business applications. Refer to Annexure 10 – Bill of Material for hardware & software details and Annexure 15 – Minimum Technical Specifications for compliance requirements. The vendor is required to supply, install, implement, integrate and provide comprehensive onsite warranty & AMC/ATS for proposed Hyper Converged Infrastructure for the period of contract. The vendor is required to provide a rate card for Hyper Converged Infrastructure as given in Annexure 10 - Bill of Materials. Prices should be valid for a year from the date of installation acceptance of hardware at [REDACTED] and [REDACTED].

### 5.4 x86 Blade Servers at [REDACTED] and [REDACTED]

Bank envisages augmentation of x86 blade servers at [REDACTED] and [REDACTED] required for its critical business applications. Refer to Annexure 10 – Bill of Material for hardware & software details. The vendor is required to supply, install, implement, integrate and provide comprehensive onsite warranty & AMC/ATS for proposed x86 blade servers for the period of contract. The vendor is required to provide a rate card for blade chassis & blade servers along with power supply units as given in Annexure 10 - Bill of Materials. Please refer to Annexure 15 – Minimum Technical Specifications for compliance requirements of blade chassis and blade servers to be procured by Bank through rate card. Prices should be valid for a year from the date of installation acceptance of hardware at [REDACTED] and [REDACTED].

### 5.5 Rack Servers at [REDACTED] and [REDACTED]

Bank envisages procurement of rack servers at [REDACTED] and [REDACTED] required for LAN free backup of virtualized server data. Refer to Annexure 10 – Bill of Material for hardware & software details and Annexure 15 - Minimum Technical Specifications for compliance requirements. The vendor is required to supply, install, implement, integrate and provide comprehensive onsite warranty & AMC/ATS for proposed rack servers for the period of contract.

### 5.6 Storage Equipment at [REDACTED] and [REDACTED]

Bank envisages augmentation of existing storage equipment [REDACTED] at [REDACTED] and [REDACTED] to meet its future business requirements and supply of new flash storage equipment at [REDACTED] and [REDACTED] required for new business critical applications. Refer to Annexure 10 – Bill of Material for hardware & software details and Annexure 15 – Minimum Technical Specifications for compliance requirements. The vendor is required to supply, install, implement, integrate, commission and provide comprehensive onsite warranty & AMC/ATS for proposed storage equipment for the period of contract. The vendor is required to provide a rate card for storage equipment as given in Annexure 10 - Bill of Materials. Prices should be valid for a year from the date of installation acceptance of hardware.

### 5.7 Ethernet Switches at [REDACTED] and [REDACTED]

Bank envisages augmentation of its Ethernet Switches to be deployed in [REDACTED] and [REDACTED]. Refer to Annexure 10 – Bill of Material for Bank's Ethernet switches requirement. The vendor is required to supply, install, implement, integrate, commission and provide comprehensive onsite warranty & AMC/ATS for proposed Ethernet switches for the period of contract.



## 5.8 Tape Library at [REDACTED] and [REDACTED]

Bank envisages procurement of Tape Library solution to be hosted in [REDACTED] and [REDACTED]. Refer to Annexure 10 – Bill of Material for hardware details and Annexure 15 – Minimum Technical Specifications for compliance requirements. The vendor is required to supply, install, implement, integrate, commission and provide comprehensive onsite warranty & AMC/ATS for proposed tape library for the period of contract. The vendor is required to provide a rate card for expansion slot and tape drives as given in Annexure 10 - Bill of Materials. Prices should be valid for a year from the date of installation acceptance of hardware.

## 5.9 SAN Switches at [REDACTED] and [REDACTED]

Bank envisages procurement of SAN Switches to be deployed in [REDACTED] and [REDACTED]. Refer to Annexure 10 – Bill of Material for hardware details and Annexure 15 – Minimum Technical Specifications for compliance requirements. The vendor is required to supply, install, implement, integrate, commission and provide comprehensive onsite warranty & AMC/ATS – for proposed SAN switches for the period of contract.

## 5.10 Software Licenses at [REDACTED] and [REDACTED]

Bank envisages procurement of below mentioned software licenses and subscriptions/ATS to meet future business needs during the tenure of contract.

|            |
|------------|
| [REDACTED] |
| [REDACTED] |
| [REDACTED] |
| [REDACTED] |
| [REDACTED] |

Refer to Appendix 1 Form B01 – Bill of Material for Bank's software licenses requirement. The vendor is required to procure, supply, install, implement, integrate and provide comprehensive onsite warranty & ATS for in-scope software licenses for the period of contract. Requirement of backup software license mentioned in the bill of material is for TCO calculation, actual requirement will be shared by Bank with the successful bidder. The vendor is required to provide a rate card for software licenses as given in Annexure 10 - Bill of Materials. Prices should be valid for a year from the date of installation acceptance of software at [REDACTED] and [REDACTED].

## 5.11 Warranty, AMC and ATS

The vendor shall provide maintenance (Warranty, AMC & ATS) for a period of five years from the date of installation acceptance.

For in-scope hardware components, warranty period should be of 3 years followed by AMC support of two years. Warranty cost should be factored in the product cost by the bidder and AMC cost for two years must be mentioned separately.

For in-scope software licenses, warranty period should be of 1 year followed by ATS support of four years. Warranty cost should be factored in the product cost by the bidder and ATS cost for four years must be mentioned separately.

Bidder must factor the costs in the Bill of Material accordingly. As part of warranty, AMC & ATS support the vendor has to:

- a. Provide on-site comprehensive support for hardware and software components provided as part of this RFP



- b. Have back-to-back arrangements with respective OEMs for the maintenance services (Warranty/AMC/ATS)
- c. The vendor shall deploy qualified engineers to offer Facilities Management services to comply with the service levels stated in the RFP. Bank does not envisage the OEM personnel to be deployed by vendor full time at Bank's premises during the Facilities Management period
- d. Warrant all the hardware 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 hardware and software
- e. Provide maintenance of hardware equipment, including preventive maintenance support, as well as repair or replacement activity after a problem has occurred. If the supplied equipment is to be replaced permanently due to the vendor's inability to provide spares or maintain the equipment, the vendor shall replace the equipment of same make/ model/configuration or of higher configuration. However, 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 up-gradation
- f. Provide the support services such as repair, replacement to resolve the problem as per the service levels defined in this RFP
- g. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport etc. The vendor shall not charge Bank for any extra charges related to this activity
- h. Provide adequate spares for the critical components of the hardware
- i. Provide on-site support during quarterly [REDACTED] drills or whenever required by Bank. For factoring purposes, the vendor should factor not more than 8 visits each year for on-site support on specific request from Bank
- j. Agree that 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 vendor during the period of warranty
- k. Undertake system maintenance and replacement or repair of defective hardware equipment
- l. Upon receipt of such notice the vendor shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to Bank
- m. In case equipment is taken away for repair, the vendor shall provide similar standby equipment so that the equipment can be put to use in the absence of the originals/replacements without disrupting Bank's regular work
- n. If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the vendor shall replace the unit of component with another of the same performance and quality or higher, at no cost to Bank
- o. Further provided that Bank may, during the contract, shift the goods wholly or in part to other location(s) within the country and in such case the vendor undertakes



to continue to warrant or maintain the goods at the new location without any other additional cost to Bank.

- p. In case, Bank desires to get the warranty services delivered by their appointed vendor or System Integrator, then the OEM shall transfer such warranty services to that preferred vendor at no additional cost to Bank
- q. In case of any issue with hardware and related software supplied by the vendor, Bank or its appointed System Integrator shall log a call with the vendor (who has supplied the hardware/software). It is responsibility of the vendor to resolve the issue with the assistance of the OEM if deemed necessary. Bank or its appointed System Integrator shall promptly notify the vendor in writing / e-mail / fax of any claims arising under this warranty
- r. Provide all future software upgrades and patches for all components of the solution and assist Bank or its System Integrator to install the same, if Bank desires during period of warranty free of cost
- s. Warrant 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
- t. Warrant that all the goods supplied under as part of this RFP shall have no defect arising from design, materials or workmanship or from any act or omission of the vendor, that may develop under normal use of the supplied goods in the conditions prevailing at the final destination
- u. Vendor's hardware engineer will report at Bank's premises within one hour of reporting of breakdown through telephone/ email or Fax or courier at the bidder's nearest office and repair the same at the earliest.

## 5.12 Geographical Locations

The location of different sites is as follows:

| Site Name                            | City | State |
|--------------------------------------|------|-------|
|                                      |      |       |
|                                      |      |       |
| Bank Branches & Offices across India |      |       |

Note: If bank shifts any of the sites mentioned above ( / ) to a new location, the successful bidder shall provide respective services from the new location.



## 6. Service Level Availability and Monitoring

### 6.1 Service Criteria

The vendor shall ensure compliance with the SLAs defined in the RFP. This section describes the service levels that have been established for the services offered by the vendor to Bank. The vendor shall monitor and maintain the stated service levels to provide quality customer service to Bank.

#### System Availability

System availability is defined as  $\frac{\{( \text{scheduled operation time} - \text{system downtime} \}}{\text{scheduled operation time}} \times 100\%$ , where: -

1. Performance for availability service level default would be measured on monthly basis.
2. "Scheduled operation time" means the scheduled operating hours of the system for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
3. "System downtime" subject to the SLA mentioned in this RFP, means accumulated time during which the system is totally inoperable due to in-scope system or infrastructure failure, and measured from the time Bank and/or its System Integrator log a call with vendor's help desk for the failure or the failure is known to vendor from the availability measurement tools to the time when the system is returned to proper operation.
4. Bank has critical and key infrastructure of [REDACTED] and [REDACTED] to be monitored on a 24\*7 basis throughout the period of contract.
5. Uptime will be for each individual server.
6. Response may be telephonic or onsite depending on the criticality and how the SLA stands as per this RFP.

If any one or more of the proposed components at [REDACTED] or [REDACTED] are down resulting in non-availability of Bank server hardware, then downtime will be calculated as mentioned in the below section.

#### 6.1.1 Issue Criticality Classification

The classification strategy has been envisaged to prioritize problem resolution based on Bank's priorities rather than in an ad-hoc manner. Classification framework will help Bank and the vendor to develop a shared understanding of the issue at hand, as well as the anticipated response and resolution timelines.

In order to improve the accuracy of the classification of an issue, application specific performance thresholds have been defined on two characteristics, as mentioned below:

Impact: Number of users getting affected by the issue

Availability: Uptime of the system, both, in absolute terms as well as percentage terms/

| Criticality Level | IT Infrastructure grouping  |
|-------------------|---|
| Critical          | <ul style="list-style-type: none"> <li>• [REDACTED] RISC servers at [REDACTED]</li> <li>• Storage equipment at [REDACTED]</li> <li>• x86 blade servers at [REDACTED]</li> </ul> |



| Criticality Level | IT Infrastructure grouping   |
|-------------------|--|
|                   | <ul style="list-style-type: none"> <li>Hyper Converged Infrastructure at [REDACTED]</li> <li>Rack Servers at [REDACTED]</li> <li>Ethernet Switches at [REDACTED]</li> <li>Tape Library at [REDACTED]</li> <li>SAN Switches at [REDACTED]</li> </ul>  |
| Key               | <ul style="list-style-type: none"> <li>[REDACTED] RISC servers at [REDACTED]</li> <li>Storage equipment at [REDACTED]</li> <li>x86 blade servers at [REDACTED]</li> <li>Hyper Converged Infrastructure at [REDACTED]</li> <li>Rack servers at [REDACTED]</li> <li>Ethernet Switches at [REDACTED]</li> <li>Tape Library at [REDACTED]</li> <li>SAN Switches at [REDACTED]</li> </ul> |
| Significant       | <ul style="list-style-type: none"> <li>Any other infrastructure not covered in “critical” and “key”</li> </ul>   |

- In case of a disaster at [REDACTED] or [REDACTED] drill, [REDACTED] would be the primary site and infrastructure at [REDACTED] shall be considered as Critical and penalty shall be computed accordingly.

#### 6.1.2 Service Level Default

Service Level shall be measured on a monthly basis. The vendor's performance to service levels will be assessed against Minimum Expected Service Level requirements for each criteria mentioned in the availability measurement table.

An Availability Service Level Default will occur when, the vendor fails to meet Minimum Expected Service Levels, as measured on a monthly basis, for a particular service level.

#### Availability

| Service Level Description                  | Minimum Service Level (Monthly) | Measurement Tools            | (Cost Reference for contract period)/60  |
|--|---------------------------------|------------------------------|--|
| Availability of Critical Infrastructure    | 99.96%                          | Enterprise Management System | Product cost at [REDACTED] + Installation cost at [REDACTED] + AMC & ATS cost at [REDACTED]  |
| Availability of Key infrastructure         | 99.93%                          | Enterprise Management System | Product cost at [REDACTED] + Installation cost at [REDACTED] + AMC & ATS cost at [REDACTED]  |
| Availability of Significant infrastructure | 99%                             | Enterprise Management System | Product cost at [REDACTED] / [REDACTED] + Installation cost at [REDACTED] / [REDACTED] + AMC & ATS cost at [REDACTED] / [REDACTED] |



| Service Level Description                       | Minimum Service Level (Monthly) | Measurement Tools            | (Cost Reference for contract period)/60                                     |
|---|---------------------------------|------------------------------|---|
| Availability of Tape Drive/Drives at [REDACTED] | 100%                            | Enterprise Management System | For every one hour of downtime, penalty shall be levied at rate of INR 1000 |
| Availability of Tape Drive/Drives at [REDACTED] | 100%                            | Enterprise Management System | For every one hour of downtime, penalty shall be levied at rate of INR 1000 |

### Infrastructure Support

Response comprises acknowledgement of the problem and an initial analysis of the underlying cause

**Uptime** – The amount of time that the system is available for normal use. (Do note that planned maintenance would also be classified as normal use.)

**Resolution Time** – The time taken by the vendor to resolve the problem, from the time problem has been reported either through system/through email/ through phone call or the call is logged in the system whichever is earlier

The impact threshold will be as per the framework provided below.

| Criticality Level | Response Time | Resolution Time |
|-------------------|---------------|-----------------|
| Critical          | 10 minutes    | As per SLA      |
| Key               | 10 minutes    | As per SLA      |
| Significant       | 10 minutes    | As per SLA      |

Note: The resolution time is not considered as uptime.

| Service Level Description | Description   | Minimum Expected Service Level | Measurement Tools            | Cost Reference for contract period  |
|---------------------------|---|--------------------------------|------------------------------|---|
| Software Service Requests | Percentage of Software Service Requests concluded (patches, bug fixes, errors) within defined response-resolution window.<br><br>For patches – 1 week<br>For bug fixes and errors – 2 hours | 100% per instance              | Enterprise Management System | For patches- INR 5000 per week of delay<br><br>For bug fixes and errors – INR 2000 per every 2 hours of delay |
| Incident Management       | Percentage of incidents escalated according to the Incident Management matrix   | 100% per instance              | Enterprise Management System | INR 5000 per instance of delay  |



| Service Level Description | Description   | Minimum Expected Service Level | Measurement Tools            | Cost Reference for contract period   |
|---------------------------|---|--------------------------------|------------------------------|--|
| Down time for servicing   | <p>Each planned down - time for system servicing (up gradation, bug fixing, patch uploads, regular maintenance etc.) will not be more than 4 hours.</p> <p>This activity will not be carried out during business hours.</p> <p>However, such activities which require more than 1 hour or are required to be carried out during business hours will be scheduled in consultation with Bank. In case the downtime exceeds the planned hours the additional time taken for servicing will be considered for infrastructure or system downtime as per availability measurements table.</p> | 100% per instance              | Enterprise Management System | Penalty of INR 5000 for every 1 hour of delay above scheduled permissible window |

Note: The resolution time is not considered as uptime.

### 6.1.3 Penalty Computation

In the event of Service Level Default, the vendor shall pay Bank a service credit that will be computed in accordance with the following formula:

**Monthly Service Level Default** = Minimum Service Level – Monthly Actual Service Level

**Service Credit** = Monthly Service level default x Summation of Cost References

In the event that the Service Level Default has occurred for more than one service level requirement, the sum of the corresponding service credits shall be credited to Bank.

The vendor shall review with Bank, on a monthly basis from the start of contract execution, any entitlement of Bank to the Service Credit/Penalty amount.

The total amount of service credit that the vendor is obligated to pay Bank shall be reflected on the invoice provided to Bank in the quarter after the quarter in which the service levels were assessed. Bank shall be entitled to deduct the Service Credit amount from the amounts payable by Bank to the vendor as per the invoice.



### Examples:

| Scenario  | Minimum Expected Service Level (Monthly)   |
|---|--|
| The achieved availability of a Critical IT Infrastructure at the [REDACTED] has been measured to be 98% in a particular assessment month. | <p>The expected monthly availability service level for Critical Infrastructure is 99.96%.</p> <p>The achieved service level in the assessment month was calculated to be 98%</p> <p><u>Cost Reference for 5 year tenure</u></p> <p>Server equipment cost = INR 1 crores (approximately)</p> <p>Server equipment AMC cost = INR 30,00,000 (approximately)</p> <p>Total cost of product and services for a Server equipment = 1,30,00,000</p> <p>As mentioned above, for Availability Service level default of more than 99.96% and less than 98%, a penalty of 1.96% would be levied of the total cost of products and services calculated above.</p> <p>Thus, 1.96% of 1, 30, 00,000 i.e. INR 2, 54,800.</p> |
| Tape Drive/ Drives downtime of 5 hours in a particular assessment month   | <p>For every hour of down time, penalty will be charged at INR 1,000</p> <p>Hence for 5 hours of downtime, the penalty to be charged (Service Credit) = 5 * 1,000 = INR 5,000</p>  |

### 6.1.4 Table of Incident Matrix

| Incident to be reported within (if unresolved) | Escalation Hierarchy   |
|--|--|
| 2 hours  | Support Engineer & IT Engineer of Bank                             |
| 4 hours  | Chief Manager [REDACTED] (Bank)                                    |
| 8 hours  | Assistant General Manager (IT) & Chief Manager (IT)                |
| >16 hours                                      | General Manager (IT) & Deputy General Manager (IT)                 |
| >24 hours                                      | General Manager committee & General Manager (IT)                   |
| >36 hours                                      | Executive Director & General Manager (IT)                          |
| >48 hours                                      | Managing Director & Chief Executive Officer and Executive Director |



### 6.1.5 Cap on Penalties

Overall cap for penalties including liquidated damages will be 10% of the contract value. Thereafter, the contract may be cancelled and amount paid if any, will be recovered. Penalties on delay will be applicable when the delay is not attributable to Bank.



## 7. Evaluation process

The competitive bids shall be submitted in three stages:

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

### 7.1 Eligibility Bid

Eligibility criterion for the bidders to qualify this stage is mentioned in Annexure 03 – Eligibility criteria compliance to this document. The bidders who meet all these criteria's would only qualify for the second stage of evaluation. The bidder would also need to provide supporting documents for eligibility proof. All the credentials of the bidder necessarily need to be relevant to the Indian market.

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

### 7.2 Technical Evaluation Criterion

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

- 100% Compliance to the bill of materials as in Annexure 10 (masked). The bidder is expected to provide their 'compliance' against each item stated in the Bill of material, this means that the bidder confirms to the provisioning of the stated product / service and the terms of the RFP and subsequent addendums. Deviations to the compliance requirements may lead to disqualification
- 100% Compliance to Annexure 15 – Minimum Technical Specifications. The bidder is expected to provide their 'compliance' against each item stated in Annexure 15 – Minimum Technical Specifications. Deviations to the compliance requirements may lead to disqualification
- Bidder's detailed work plan – Bidder to share Gantt chart in conformity with the stated timelines
- Documentary evidence for the presence of bidder's service centers in [REDACTED] and [REDACTED]
- Documentation on approach and methodology for the delivery of new IT systems, installation and implementation setup

Only the Bidders who have achieved the set compliance will be considered for commercial bid evaluation.

### 7.3 Normalization of Bids

Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. After the normalization process, if Bank feels that such normalization has a bearing on the commercial bid; Bank may at its discretion ask all the technically shortlisted bidders to resubmit the updated technical and commercial bids for scrutiny. Bank can repeat this normalization process at every stage of technical evaluation till Bank is reasonably satisfied. The bidders agree that they have no reservation or objection to the



normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Based upon the final technical evaluation, short listing would be made of the eligible bidders for final commercial bidding.

#### 7.4 Preliminary Examination of Offers

Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. Bank plans to, at its sole discretion, waive any minor non- conformity or any minor deficiency in an offer. Bank reserves the right for such waivers and Bank's decision in the matter will be final.

#### 7.5 Commercial Bid Evaluation

Only those bidders who have qualified after Stage 2 -Technical evaluation will be eligible for the commercial bid evaluation.

Bank reserves the right of selection of Vendor either by Opening of Commercial Bids (of those vendors who are found eligible after evaluation of Technical Bids) or proceed with On Line Reverse Auction among technically qualified bidders. Bidders may quote the best competitive price in the commercial bid as Bank may or may not opt for online reverse auction.

Only those vendors who have qualified after Technical evaluation will be eligible for the next stage of evaluation. Bank reserves the right of selection of vendor either by opening of Commercial Bids of vendors or proceed with the selection of vendor through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The details of Reverse Auction process are given in Annexure -16 for reference. The total cost of ownership shall be calculated over the contract period of 5 years. At the end of 5 years, the contract shall 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.

If any bidder fails to quote against any of the services sought by Bank, it will be presumed by Bank that the cost of such items is included in the overall cost and will not accept any plea or excuse from the bidders later and such services have to be provided to Bank without any extra cost along with all other services. TCO shall comprise the costs that bidder shall charge to Bank for the duration of the contract.

The bidder who participates in the Reverse Auction and submits in the lowest and the last bid would become the L1 bidder and will be required to re-submit final commercials post Reverse auction duly filled, in the same format titled as 'COMMERCIAL BID', & dated as on the date of completing the reverse auction. The Commercial Bid should contain all price components to tally with the last bid made by them in the Reverse Auction. All the price components (in submitted Indicative commercial bid) should be revised in the same



proportion as the TCO after reverse auction. The same is to be submitted/ should reach the next working day of Bank at IT Dept., Head office, Pune.

The detailed procedure and business rules for the reverse auction is provided in Annexure 16: Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction. Reverse Auction will be conducted by Bank's authorized reverse auction service provider; details of which will be provided during the later stages of tendering process. Specific rules for this particular event viz., date and time, start price, bid decrement value, time allowed to confirm bid duration of event etc. shall be informed by Bank well before the event to the participating short-listed bidders.

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

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

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



## 8. Instruction to Bidders

### 8.1 Bid Submission

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

“ELIGIBILITY BID FOR BANK OF MAHARASHTRA FOR SUPPLY INSTALLATION AND MAINTENANCE OF SERVER & STORAGE EQUIPMENT SUBMITTED BY M/S..... ON.....AT PUNE, DUE DATE \_\_\_\_\_” on top of the sub-envelope containing the Eligibility bid

“TECHNICAL BID FOR BANK OF MAHARASHTRA FOR SUPPLY INSTALLATION AND MAINTENANCE OF SERVER & STORAGE EQUIPMENT SUBMITTED BY M/s..... ON.....AT PUNE, DUE DATE \_\_\_\_\_” on top of the sub-envelope containing the technical bid

“COMMERCIAL BID FOR BANK OF MAHARASHTRA FOR SUPPLY INSTALLATION AND MAINTENANCE OF SERVER & STORAGE EQUIPMENT SUBMITTED BY M/s..... ON.....AT PUNE, DUE DATE \_\_\_\_\_” on top of the sub-envelope containing the Commercial bid These three separate sealed sub-envelopes should be put together in another sealed master envelope super scribing BID for BANK OF MAHARASHTRA FOR SUPPLY INSTALLATION AND MAINTENANCE OF SERVER & STORAGE TENDER REFERENCE NO. SUBMITTED BY ..... ON.....AT PUNE, DUE DATE \_\_\_\_\_”.

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

#### Eligibility Bid

- ▶ Table of contents (List of documents submitted by the bidder)
- ▶ Duly filled up Annexure 03 – Eligibility Criteria Compliance
- ▶ Duly filled up Annexure 11 – Pre-Contract Integrity Pact
- ▶ Supporting credential letters or copies of documentation from clients or system integrators certifying compliance
- ▶ 1 compact disk (CD) containing the soft copy of Eligibility bid & supporting documents

#### Technical Bid

- ▶ Table of Contents (list of documents enclosed)
- ▶ 1 copy of the technical proposal with pages properly numbered. The technical proposal should be bound in such a way that the sections of the proposal could be removed and separated easily;
- ▶ 1 copy of the masked price bid (masked price bid is a copy of the price bid **without any prices.** Please note that the masked price bid should be an **exact reflection of the commercial bid** submitted by the vendor as part of the commercial offer except that the masked price bid **should not contain any financial information.**)
- ▶ 1 compact disk (CD) containing the soft copy of technical proposal should be provided
- ▶ 1 hard copy of the Annexure 9 Compliance to Reverse Auction.

#### Commercial Bid

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



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

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

The priced Bill of Material should match with the masked Bill of Material submitted in the Technical Bid.

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

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

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

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

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

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

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

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

The sealed bid envelopes as mentioned above should be delivered to

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

Submission will be valid only if:

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



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

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

All responses would be deemed to be irrevocable offers / proposals from the bidder's and may if accepted by Bank form part of the final contract between Bank and the selected bidder. Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Annexure 6 – Cover Letter). Unsigned responses would be treated as incomplete and are liable to be rejected.

#### Technical Proposal Format

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

| Sr. No. | Section                             | Content  |
|---------|-------------------------------------|--|
| 1       | Covering Letter                     | <ul style="list-style-type: none"> <li>Annexure 06 – Cover Letter</li> </ul>   |
| 2       | Executive Summary                   | <ul style="list-style-type: none"> <li>The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response.</li> <li>The Executive Summary should initially provide an overview of bidder's organization and position with regards to server &amp; storage products and professional services in Banking Sector.</li> <li>A summary of the bidder's products and services that will be provided as a part of this procurement should follow.</li> <li>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.</li> </ul> |
| 3       | Delivery Schedule Plan              | <ul style="list-style-type: none"> <li>Delivery Schedule plan Detailed Work Plan (Project Plan) for all the equipment as mentioned in section 4 "Project Details" and section 4.3 "Project Timelines" of this document.</li> <li>A PERT chart providing the delivery plan and scheduled date of commencement of delivery and completion of the delivery should also be provided;</li> </ul>  |
| 4       | List of deviations Required (T&C)   | <ul style="list-style-type: none"> <li>Annexure 12 – Lists of Deviations Requested</li> </ul>  |
| 5       | Manufacturers' Authorization letter | <ul style="list-style-type: none"> <li>Annexure 04 – Manufacturer's Authorization Form</li> </ul>  |
| 6       | Conformity Letter                   | <ul style="list-style-type: none"> <li>Annexure 1 - Conformity with Hardcopy Letter</li> </ul>   |



| Sr. No. | Section                   | Content  |
|---------|---------------------------|--|
|         |                           | <ul style="list-style-type: none"> <li>Annexure 2 - Conformity Letter</li> </ul>                           |
| 7       | Bill of Material (Masked) | <ul style="list-style-type: none"> <li>Annexure 10 - Bill of Materials (masked)</li> </ul>                 |
| 8       | Bid Security Deposit      | <ul style="list-style-type: none"> <li>EMD</li> <li>Annexure 08 - Bid Security Form</li> </ul>             |
| 9       | Gantt Chart Plan          | <ul style="list-style-type: none"> <li>In compliance to project timelines mentioned in this RFP</li> </ul> |

## 8.2 Late Bids

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

## 8.3 Clarification of Bids

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

## 8.4 Pre bid meeting

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

For any clarification with respect to this RFP, the bidder may send an email to [prasad.thakur@mahabank.co.in](mailto:prasad.thakur@mahabank.co.in), [keshav.metkar@mahabank.co.in](mailto:keshav.metkar@mahabank.co.in), [vijay.bhatkar@mahabank.co.in](mailto:vijay.bhatkar@mahabank.co.in), [agmitd@mahabank.co.in](mailto:agmitd@mahabank.co.in). The format to be used for seeking clarification is mentioned in Annexure 07 – Pre-Bid Query Format. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be to the designated e-mail ID as stated earlier.

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

## 8.5 Rejection of Bids

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



## 9. Definitions & Reference

### 9.1 Working Day

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

### 9.2 Business Hours

Business Hours for the purpose of service standards would be 8.00 am to 8.00 pm., on all working days. However, the complete hardware infrastructure at the [REDACTED], [REDACTED] & [REDACTED] would need to function 24\*7 to service Bank's business.

### 9.3 Restore to Service

Provides standard maintenance services including:

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

The maintenance for the services would be for the entire business infrastructure of Bank including, but not limited to, the operating systems, software, servers and all other hardware equipment supplied under this scope.

### 9.4 Obligations of the Vendor

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

- a. Vendor shall assign personnel of appropriate qualifications and experience to perform the services in order to fulfill its obligations.
- b. Vendor shall designate one of its personnel as the Project Manager, to interact with the Designated Customer Support Contact from Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, etc.
- c. Vendor 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. Vendor will have the right to withdraw its personnel, by replacing the persons with others having appropriate experience and skills at its own cost. Vendor shall seek necessary permission from 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 Bank by reason of any misconduct or non-performance on the part of such person.
- f. Vendor will make all reasonable endeavors to replace such individual promptly by another sufficiently skilled, qualified, and experienced with appropriate certifications personnel at its own cost. Vendor will in the discharge of its obligations make all reasonable endeavors to minimize changes in personnel.



- g. Vendor will respect the confidentiality of all information given to it by Bank and will not divulge such information to any third party or other units without the consent of Bank.

## 9.5 Obligations of Bank

Bank shall be responsible for the following:

- a. Bank shall designate a Customer Support Contact for each designated location who shall be a single point of contact between Bank and vendor for all communication in connection with the provision of delivery services. The Parties also agree that all interaction and communication between the parties for the purposes of this tender shall take place through the Customer Support Contact designated by Bank. Vendor shall not be required to incorporate any direct input received from the named users, unless expressly ratified by the Customer Support Contact of Bank in writing.
- b. Bank shall ensure that all requests for support services are formally raised in accordance with the procedure prescribed in respect thereof and all such requests conform to the formats agreed upon from time to time.
- c. Bank shall give vendor and its personnel full access (physical and/or remote) to the support location, and the designated hardware & equipment to enable vendor to provide the Maintenance & Support Services.



## 10. Terms and conditions

### 10.1 General

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

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

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

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

### 10.2 Rules for responding to this tender document

#### 10.2.1 Response document

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



Bank's requirements and quote for the same. The bidder should not give options to Bank to select any component and bidder shall provide the best option and quote for the same.

- 10.2.4.6 In the event the bidder has not quoted for any mandatory or optional items as required by Bank and forming a part of the tender document circulated to the bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to Bank.
- 10.2.4.7 In the event optional prices (if requested in RFP) are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the vendor. The same item has to be supplied by the vendor free of cost.
- 10.2.4.8 Bank is not responsible for any assumptions or judgments made by the bidder for proposing and preparing the site. Bank's interpretation will be final.
- 10.2.4.9 Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the bidder and responded by the bidder have 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 the same.
- 10.2.4.10 In the event Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by Bank will be made at the lower price. Bank in this case may also reject the offer outright.
- 10.2.4.11 In the event optional prices (if requested in RFP are not quoted by the bidder, for items where such prices are must and required to be quoted for, the highest price quoted by any of the participating bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation. The same item has to be supplied by the bidder free of cost.
- 10.2.4.12 The bidder at no point in time can excuse themselves from any claims by Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for site readiness and availability etc. as mentioned in the tender document circulated by Bank. Bidder shall be fully responsible for deviations to the terms & conditions, site readiness etc. as proposed in the tender document.

## 10.2.2 Price Bids

- 10.2.2.1 The bidder is requested to quote in Indian Rupees ('INR'), in the format provided in Annexure 10 - Bill of Material. Bids in currencies other than INR would not be considered. The date for reverse auction will be communicated



separately to the successful bidder post the completion of the eligibility and technical evaluation.

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

### 10.2.3 Price Comparisons

- 10.2.3.1 Bank will consider the Total Cost of Ownership (TCO) over a five-year period. The optional (if requested in RFP) items would also be considered in the TCO.
- 10.2.3.2 Bank, may decide to choose to avail the optional items at any point during the contract on the same cost.
- 10.2.3.3 For comparison purposes, Bank will consider the Optional (if requested in RFP) Items as well.
- 10.2.3.4 The Price offer shall be on a fixed price basis and should include: All taxes, duties and levies, Service Tax of whatsoever nature if any; except GST and Services which are required to be extended by the bidder in accordance with the terms and conditions of the contract. GST will be paid at actuals.
- 10.2.3.5 The Price offer shall be on a fixed price basis and should include:
  - a. Cost of the equipment
  - b. Minimum of three years comprehensive product warranty covering all parts, including adapters, cords etc., service visits to Bank's [REDACTED], [REDACTED] & [REDACTED] etc. In the event any of the hardware components supplied by the vendor reaches end of support during the contract period, the vendor shall replace the hardware/component at no extra cost to Bank. Such replaced hardware/component should be acceptable to Bank
  - c. Installation and OEM's Services Cost



- d. Annual maintenance / Annual Technical support for two and four years respectively post expiry of the warranty support date
  - e. Quarterly preventive maintenance of all the equipment to be supplied, which should include cleaning of inside and outside of all equipment during warranty period
  - f. Transportation, forwarding and freight charges of all equipment to the site
  - g. Comprehensive insurance to cover equipment during transit period and until the installation and acceptance of equipment by Bank; the equipment shall be fully insured in Indian Rupees (INR) naming Bank as the beneficiary and additional insured. In case any loss or damage occurs, the vendor should be responsible for initiating and pursuing claims and settlement and also make arrangements for repair and/or replacements of any damaged item(s).
  - h. Services, which are required to be extended by the vendor in accordance with the terms and conditions of the contract
- 10.2.3.6 The bidder must provide and quote for all the services as desired by Bank as mentioned in this tender document.
- 10.2.3.7 Vendor is expected to maintain the server and storage equipment supplied and commence the warranty from the date of acceptance of such equipment by Bank. The hardware cost shall be inclusive of 3 years warranty. The vendor will be in a position to continue to provide AMC services as proposed to Bank for the fourth and fifth year on the sole discretion of the approval granted by Bank. Bank in this regard shall take a decision based on the vendor's performance.
- 10.2.3.8 Comprehensive annual maintenance charges must be quoted, on yearly basis, after taking due consideration for the warranty period.
- 10.2.3.9 Bank will pay post warranty AMC charges at rates not exceeding the original rates quoted for the AMC in reply to this RFP on the cost of the hardware and related software provided by the vendor, if Bank opts for the same
- 10.2.3.10 The insurance (as more particularly dealt with in Clause 11.12) 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 for a period up to delivery, supervision of commissioning and acceptance of the equipment by Bank; and
- 10.2.3.11 While Bank will summarily reject the equipment of a lower configuration than those mentioned in The Technical Specifications, 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 Bank. The vendor is



not entitled to a longer period for delivery on the pretext of seeking approval from Bank for a higher configuration or enhancement;

- 10.2.3.12 In future Bank in may decide to change the site where hardware is proposed to be installed. Vendor will be required to extend necessary support for such activity if required by the Bank.

#### 10.2.4 Performance Guarantee

- 10.2.4.1 If the contract is awarded, the bidder should furnish a Performance Bank Guarantee (issued by a scheduled commercial bank other than Bank of Maharashtra) acceptable to bank in the format as required by Bank to the extent of 10% of the value of the contract within 15 days of the date of receipt of the purchase contract. The performance guarantee would be for the entire period of the Contract. If the Performance guarantee is not submitted, 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.
- 10.2.4.2 Responses to this tender document should not be construed as an obligation on the part of Bank to award a purchase contract for any services or combination of services. Failure of Bank to select a vendor shall not result in any claim whatsoever against Bank. Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 10.2.4.3 By submitting a proposal, the vendor agrees to promptly contract with Bank for any work awarded to the vendor, as per the agreed terms if this RFP. Failure on the part of the awarded vendor to execute a valid contract with Bank will relieve Bank of any obligation to the vendor, and a different vendor may be selected.
- 10.2.4.4 Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by Bank and accepted by Bank in writing.
- 10.2.4.5 The vendor 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 Bank, may constitute a material breach of the vendor's performance and may lead to order cancellation.
- 10.2.4.6 The vendor represents and acknowledges to Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, of providing the requisite services. The vendor also acknowledges that Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this tender document, the vendor should fulfill all the terms and conditions of this tender document.
- 10.2.4.7 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by Bank in writing to the vendor. Bank shall not be responsible for any decisions made by the vendor with respect to any aspect of the Service. The vendor shall at no point be entitled to excuse themselves from any claims by Bank whatsoever for their deviations in confirming to the terms and conditions,



payments schedules, expected service levels, time frame for site availability etc. as mentioned in this tender document.

10.2.4.8 Bank and the vendor 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.

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

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



- 10.2.4.10 Bank would not return the bid documents to the bidders
- 10.2.4.11 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.
- 10.2.5 **Changes to the tender document**
- 10.2.5.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by Bank. Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. Bank will inform all bidders about changes, if any.
- 10.2.5.2 Bank may revise any part of the tender document, by providing a written addendum to all short-listed Bidders at stage till the award of the contract. Bank reserves the right to issue revisions to this tender document at any time before the award date.
- 10.2.5.3 Bank reserves the right to extend the dates for submission of responses to this document.
- 10.2.5.4 Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the spocs as mentioned in section 8.4 Pre bid Meeting, IT at the address mentioned in earlier, and should be received by the point of contact no later than the time specified in section 1 of this document. Responses to inquiries and any other corrections and amendments will be distributed to all the Bidders in the form of electronic mail or hardcopy or updated on Bank's website or newspaper journals; the preference for distribution would be with Bank. The vendor, who posed the question, will remain anonymous.
- 10.2.5.5 **Preliminary Scrutiny** –Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and Bank reserves the right for such waivers and Bank's decision in the matter will be final.
- 10.2.5.6 **Clarification of Offers** – To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all bidders for clarification of their offer. Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 10.2.5.7 Bank reserves the right to make any changes in the terms and conditions of purchase. Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations.
- 10.2.5.8 **Erasures or Alterations** – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in



brochure / manual" is not acceptable. Bank may treat the offers not adhering to these guidelines as unacceptable.

- 10.2.5.9 **Bidder presentation** – Bidders are requested to be prepared to make presentations and arrange for site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date for submissions of bids. Bank will communicate a date and time to the bidder any time after the last date for submission of bids.
- 10.2.5.10 **Details of Sub-contracts, as applicable** – If required by Bank, bidders should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the bidder, the bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the 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.
- 10.2.5.11 **Pricing** – It is absolutely essential for the vendor to quote the lowest price at the time of making the offer in its own interest. In case Bank is 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 Operating System / Hardware.
- 10.2.5.12 **Right to Alter Quantities** – Bank reserves the right to alter the requirements specified in the tender. Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. Bank will inform the vendor about changes, if any. In the event of any alteration in the quantities, the price quoted by the vendor against the item would be considered for such alteration. The vendor 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. Vendor agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the vendor agrees to pass on the benefit of reduction in pricing for any additional items to be procured by Bank, in the event the market prices / rate offered by the vendor are lower than what has been quoted by the vendor as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to Bank within the contract period.
- 10.2.5.13 **Technical Inspection and Performance Evaluation** - The Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the Vendor. The Vendor would permit the Bank or any person / persons appointed by the Bank to observe the technical and performance evaluation / benchmarks carried out by the Vendor. Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by the Vendor and under no circumstances the same would be reimbursed to the Vendor by the Bank.
- 10.2.5.14 If Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the bidder will have to submit



the clarification within 3 working days from the day it was conveyed to the bidder regarding the same.

- 10.2.5.15 No hardware will be accepted as complete if any part of hardware, related software, components etc. are not delivered free of any additional cost to Bank. 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.
- 10.2.5.16 Bidder shall inform their readiness for the pre-commissioning inspection at least 15 days in advance. All reasonable facilities, tools and assistance including access to drawings should be provided to Bank's officials and their consultants during inspection. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants if the site offered for inspection is not as per Bank's requirement or the conditions are not complied with. The site should be ready for inspection as per the stipulated timelines in this tender. If the bidder fails to intimate the date of inspection as per the timelines stipulated in this tender, it will be treated as a breach of contract and Bank reserves the right to levy penalty, as specified in section 11.19.
- 10.2.5.17 The site will not be accepted as complete if any facility as required is not available or not up to the standards projected by bidder in their response and the requirement of this tender
- 10.2.5.18 There will be an acceptance test conducted by Bank or its nominated consultants after installation of the systems. In case of discrepancy in hardware and related software supplied not matching the Bill of Materials or technical proposal submitted by the vendor in their technical bid, the vendor shall be given 6 weeks' time to correct the discrepancy post which Bank reserves the right to cancel the entire purchase contract and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of Bank and / or its consultants. The warranty for the equipment (including software and hardware provided by the vendor pursuant to this Agreement) will commence after acceptance testing. The tests will involve trouble-free operation of the complete system during UAT apart from physical verification and testing. There shall not be any additional charges for carrying out this acceptance test. Bank will take over the system on successful completion of the above acceptance test. The Installation cum Acceptance Test & Check certificates jointly signed by vendor's representative and Bank's official or any consultant / auditor appointed by Bank should be received at along with invoice etc. for scrutiny before taking up the request for consideration of payment.
- 10.2.5.19 The vendor is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender. No right of any employment shall accrue or arise, by virtue of engagement of



employees, agents, contractors, subcontractors etc. by the vendor, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of vendor shall be paid by vendor alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of vendor's employee, agents, contractors, and subcontractors.

- 10.2.5.20 Bank shall inform the vendor all breaches and claims of indemnification and shall grant the vendor 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 vendor). The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the vendor and vendor shall be liable to pay on demand the actual amount of such loss / damages caused to Bank. In respect of demands levied by Bank on the vendor towards breaches, claims, etc. Bank shall provide the vendor with details of such demand levied by Bank. For the purposes of this clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the vendor to its employees, its agents, contractors and sub-contractors." 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 Bank arising out of claims made by its customers and/or regulatory authorities.
- 10.2.5.21 Bank will scrutinize the technical bill of material and conformity to the requirements as specified in the RFP. As part of this process Bank will try and normalize to the extent possible technical requirements and comparisons to the extent possible between vendors. In the event of major deviations in the technical bids submitted by the vendor Bank may choose to provide for a re-pricing option to all the technically short-listed vendor's. The vendor agrees that it has no reservations with this process.
- 10.2.5.22 The vendor's representative at local office in Pune will be the contact point for Bank. The delivery status of equipment should be reported on a weekly basis.
- 10.2.5.23 Vendor should ensure that the hardware delivered to Bank including all components and attachments are brand new. In case of software supplied with the system, the vendor should ensure that the same is licensed and legally obtained with valid documentation made available to Bank
- 10.2.5.24 Over the course of the contract there could be newer technologies that are being implemented by the OEMs, in such a case, during the tenure of the contract, Bank shall have the right to negotiate the price, in case it wishes to procure a newer version of the product stated as this RFP.

## 10.2.6 IT ACT

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



10.2.6.2 The successful bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by the bidder to Bank from any source.

#### 10.2.7 Aadhaar ACT

The successful vendor must comply with Aadhaar Act 2016 and amendments thereof as applicable.

#### 10.2.8 ISMS Framework

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

#### 10.2.9 Authorized Signatory

The selected vendor shall indicate the authorized signatories who can discuss and correspond with Bank, with regard to the obligations under the contract. The selected vendor shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Bank Secretary, authorizing an official or Officials or a Power of Attorney copy to discuss, sign agreements/contracts with Bank. The bidder shall furnish proof of signature identification for above purposes as required by Bank.

#### 10.2.10 Change Management

Changes to business applications, IT components and facilities should be managed by change management processes to ensure integrity of any changes.

All the IT components proposed under the RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc.

If any proposed software becomes End of support/ End of life during the warranty/ AMC/ ATS period, the same will be replaced by the next version of software without any cost to the Bank. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account.



## 11. Terms of Reference

### 11.1 Governing Laws & Jurisdiction

This RFP and The subsequent contract shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Pune shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### 11.2 Resolution of disputes

- 11.2.1 Bank and the supplier/bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of Bank and the bidder, any disagreement or dispute arising between them under or in connection with the contract.
- 11.2.2 If 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.
- 11.2.3 If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the bidder and Bank, Bank and the bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 11.2.4 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 and he 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.
- 11.2.5 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.
- 11.2.6 This tender document shall be governed and construed in accordance with the laws of India. The courts of Pune alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.



- 11.2.7 Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

### 11.3 Notices and other Communication

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 sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

### 11.4 Confidentiality

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

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

Responses received become the property of Bank and cannot be returned. Responses will not be used and shared with third party for any means. Information provided by each



bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder.

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

- (a) Relates to the Disclosing Party; and
  - (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
  - (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants
  - (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the bidder to host Bank’s equipment at the site
  - (e) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable
  - (f) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years
1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
  2. Unless otherwise agreed herein, use any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
  3. In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
    - ▶ Take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
    - ▶ Keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
    - ▶ Limit access to such confidential information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the confidential information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the confidential information and materials in the manner prescribed in this document; and
    - ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of confidential information, promptly inform the Disclosing Party of such



disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

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



## 11.5 Contract Commitment

Bank intends that the contract, which is contemplated herein with the vendor, shall be for a period of 5 years. Bank, at its sole discretion, may enter into a 5 years contract for providing server, storage and other in-scope equipment. The contract period will start from the date of acceptance of purchase order by Bank.

## 11.6 Contract review

The Bank desires to appoint the successful vendor for a total period of 5 years, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement would like to safe guard the interests of all the entities involved in the arrangement. Therefore, the Bank would like to have options to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary.

## 11.7 Sub-Contracting

The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under this assignment without the prior written consent of Bank.

## 11.8 Payment Terms

Bidder must accept the payment terms proposed by Bank. The financial offer submitted by the bidder must be in conformity with the payment terms proposed by bank. Any deviation from the proposed payment terms would not be accepted and Bank shall have the right to withhold any disputed payment due to the bidder, in case of delays or defaults on part of the bidder. Such withholding of disputed payment shall not amount to a default on the part of Bank. Overall payment is divided in different areas and the payment would be linked to delivery and acceptance of each area as explained below:

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

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

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

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

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

Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within 30 working days after its receipt unless otherwise mutually



agreed in writing, provided that such invoice is dated after such fees have become due and payable under this RFP and subsequent agreement.

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

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

#### 11.8.1 Product Cost

| Sr. No | Deliverables               | % of Payment | Payment Milestone (On completion of the activities)  |
|--------|----------------------------|--------------|--|
| 1      | Hardware/Software/ License | 70%          | Successful post-delivery inspection of the respective hardware and software                                      |
|        |                            | 20%          | On successful installation and acceptance testing sign-off by Bank of the hardware/software                      |
|        |                            | 10%          | 3 months after successful running of the hardware/software after installation and configuration sign-off by Bank |

#### 11.8.2 Installation Charges

| Sr. No | Deliverables | % of Payment | Payment Milestone (On completion of the activities)  |
|--------|--------------|--------------|--|
| 1      | Installation | 70%          | Successful installation and configuration sign-off by Bank   |
|        |              | 30%          | 3 months after successful running of the hardware/software after installation and configuration sign-off by Bank |

#### 11.8.3 AMC/ATS and other warranty 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 first quarter would begin from the 1st of the next month of the date of completion of the warranty period.

#### 11.9 Compliance with applicable laws

The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure



or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

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

#### 11.10 Order Cancellation

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

- Inordinate delays & lack of action from the vendor towards supply and delivery beyond the delivery timelines
- Inability of the vendor to remedy the situation within 60 days from the date of pointing out of the defects by Bank. (60 days will be construed as the notice period)
- In case of order cancellation, any payments made by Bank to the bidder would necessarily have to be returned to Bank with interest @ 15% per annum. Further, the bidder would also be required to compensate Bank for any direct loss incurred by Bank due to the cancellation of the contract and any additional expenditure to be incurred by Bank to appoint any other bidder. This is after repaying the original amount paid

#### 11.11 Limitation of Liability

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

Vendor's liability in case of claims against Bank resulting from willful misconduct or gross negligence of vendor, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

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



Under no circumstances, Bank of Maharashtra shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this agreement, even if Bank of Maharashtra has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim which is attributable to the vendor, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the vendor.

### 11.12 Indemnity

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

- (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder,
- (iii) use of the allocated site and or facility provided by Bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subject to limited agreed between the parties under clause 11.5 Limitation of Liability of the RFP,
- (iv) Infringement of any patent, trademarks, copyrights, Intellectual Property Rights, etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.

Bidder shall further indemnify Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 11.5 Limitation of Liability of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on Bank for malfunctioning of the equipment providing facility to Bank's equipment at all points of time, provided however,

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

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

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



The Successful Bidder shall indemnify Bank and undertake to keep Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing subject to limited agreed between the parties under clause 9.4 Limitation of Liability of the RFP,. Bidder shall, at their own expense, defend and indemnify Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.

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

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

The successful bidder should indemnify Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors
- Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the bidder as governed by Indian IT Act.
- the breach by the bidder of any of its obligations under confidentiality
- Non-compliance of the bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the bidder, its employees, and agents
- Breach of any terms of agreement document or Representation made by the bidder
- Act or omission in performance of service
- Loss of data due to the bidder provided facility

### 11.13 Ownership, Grant & delivery

The vendor shall procure and provide a non-exclusive, non-transferable, perpetual license to Bank for all the software to be provided as a part of this project. The use of software by Vendors on behalf of Bank would be considered as use thereof by Bank and the software should be assignable / transferable to any successor entity of Bank.

Bank reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the Vendor for any internal use of Bank or its affiliates, subsidiaries or regional rural bank at no additional cost other than the prices mentioned in the commercial bid. The vendor agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure.

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



#### 11.14 Completeness of the Project

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

#### 11.15 Acceptance Testing

Bank will carry out the acceptance tests for testing of related software, Server & Storage equipment & other in-scope components to verify that the supplied equipment & software are as per the Bill of materials. The vendor shall assist Bank in all acceptance tests to be carried out by Bank.

The vendor shall submit the acceptance test plan as part of their response to the tender enquiry. Post award of the contract a detailed acceptance plan will be created within the framework of the RFP terms. The scope of acceptance test plan would be mutually discussed and agreed upon between the vendor & Bank. The vendor shall arrange for the tests at the relevant sites in the presence of the officials of Bank and / or its consultants. The vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by Bank for carrying out this acceptance test.

In case of any discrepancy in the hardware & related software supplied, Bank reserves the right to terminate the entire agreement in case the vendor does not rectify or replace the supplied hardware/software and the vendor shall take back vendor equipment at vendor costs and risks. The vendor shall ensure that all costs associated with insurance from the date of transfer of title till the final acceptance by Bank will be borne by the vendor and the asset insured in the name of Bank. The vendor shall provide the insurance certificates for insurance of the 'Vendor Supplied Equipment' to Bank along with supply of Equipment.

The installation cum acceptance test will be deemed to be fully and finally accepted by Bank, in the event Bank has not completed and communicated the results of the acceptance tests to the vendor within 20 days of submission of all documents duly accepted by the various locations of Bank to the head office for the reasons that is solely attributable to Bank. The installation cum acceptance test and check certificates jointly signed by representative of the vendor and official or any consultant / auditor appointed by Bank will be received at Head Office of Bank along with vendor invoice for scrutiny before taking up the request for consideration of payment.

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

#### 11.16 Acceptance Certificate

On successful completion of acceptance testing i.e. receipt of deliverables, installation & configuration of the hardware/software/storage equipment etc. and Bank is satisfied with the working on the system. The acceptance certificate will be jointly prepared with the selected vendor at the time of the execution of the project.

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



### 11.17 Assignment

The vendor agrees that the vendor shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including vendor's affiliate without the prior written consent of the Bank. If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the vendor under this RFP.

### 11.18 Insurance

In addition to the insurance policies taken by the vendor with respect to the transportation of the equipment as set out above, the vendor shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of hardware up-gradation project and shall provide to Bank, on request, copies of such policy of insurance and evidence that the premiums have been paid. The vendor shall procure appropriate insurance policies of the limits acceptable to Bank for damage to Bank's premises, Bank's property, data or loss of life, which may occur as a result of or in the course of performing the vendor's obligations under the RFP. The vendor 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 Bank on request copies of such policy of insurance and evidence that the premiums have been paid.

The vendor shall furnish to Bank prior to the commencement of the supply of server hardware and storage 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 vendor shall ensure that the policies contain provision that 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 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 vendor shall be primary to any other insurance available to Bank, its assigns, officers, directors, agents and employees.

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

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

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

### 11.19 Earnest Money Deposit

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



In case of a Bank Guarantee from a bank other than an Indian Public Sector Bank, prior permission of Bank is essential. The format of Bank Guarantee is enclosed in Annexure 08 – Bid Security Form.

The EMD made by the bidder will be forfeited if:

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

The EMD will be refunded to

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

#### 11.20 Performance Bank Guarantee

1. As mentioned above, the successful bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) (issued by a scheduled commercial Bank other than Bank of Maharashtra) acceptable to Bank for 10% of the total project cost – for the contract period including claim period of 6 (six) months with validity starting from its date of issuance
2. The PBG shall be submitted within 15 days of issuance of PO by Bank
3. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the successful bidder
4. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents
5. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number
6. In the event of the successful bidder being unable to service the contract for whatever reason, Bank may invoke the PBG after providing 30 days cure period to the bidder



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

#### 11.21 Inspection of records

All records captured – video, security register, access control of Bank's, hardware movement, helpdesk tickets, escalations etc. for the allocated server room, NOC room and any other area provided to Bank shall be made available to Bank or its designees at any time during normal business hours, as often as Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to Bank, which would be used by Bank. The cost of the audit will be borne by 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.

#### 11.22 Non Solicitation

During the term of a contract and for a period of one (1) year following its termination, neither party shall, knowingly directly or indirectly solicit for employment, hire or utilize as an independent contractor any of the other party's personnel who have been directly involved in the performance of such party's obligations under this agreement, without the prior written consent of the other party. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.

#### 11.23 Publicity

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

#### 11.24 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.

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

The bidder should provide uninterrupted availability of the in-scope equipment as per the requirements of this tender. Inability of the bidder to either provide requirements as per the specifications within defined timelines or to meet the service levels as specified in this RFP, shall be treated as breach of contract and would invoke the penalty clause.

The proposed rate of penalty with respect to non-adherence to service levels is mentioned in Service level – Section 6. Bank also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to Bank.

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

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

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

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

### Liquidated Damages

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

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

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



- ▶ System operational, but unsatisfactory to Bank

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, Bank may consider termination of the contract.

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

### 11.26 Information Ownership

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

### 11.27 Sensitive Information

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

Types of sensitive information that will be found on Bank systems, the vendor 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.

### 11.28 Privacy & Security Safeguards

The vendor shall not publish or disclose in any manner, without Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the vendor under this contract or existing at any Bank location. The vendor 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 vendor shall 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 Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the vendor under this contract or existing at any Bank location.

### 11.29 Technological Advancements

The vendor 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 vendor also has to ensure that the equipment supplied as part of this bid are not declared end of support or service during the period of contract. The vendor 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 vendor to provide a minimum of 1 year notice before any equipment is to be declared as end of support or sale.

### 11.30 Guarantees

Vendor should guarantee that the software and allied components used to service Bank are licensed and legal. All hardware and related software must be supplied with their original and complete printed documentation.

### 11.31 Force Majeure

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

### 11.32 Notices

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

### 11.33 Service Continuity/ Contract Extension

Vendor recognizes that all services as mentioned in this RFP document are vital to Bank and vendor agrees to provide continued services rendered by vendor or its OEM partners till the renewal of the contract after the contract expiry or till any other alternate solution is implemented by the Bank.

The clause is also applicable in case of termination of the contract before the expiry. In case of termination of the contract before expiry, the vendor agrees to provide services



as mentioned in this RFP document till alternate arrangement is made by the Bank or 6 months, whichever is earlier.

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

1. Bank reserves the right to cancel the contract/order in the event of happening one or more of the following Conditions, that are not occasioned due to reasons solely and directly attributable to Bank alone:
  - a. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 15 working days of receipt of purchase contract
  - b. The selected bidder commits a breach of any of the terms and conditions of the contract
  - c. The bidder goes into liquidation voluntarily or otherwise
  - d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
  - e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits
  - f. Deduction on account of liquidated damages exceeds 10% of the total contract price
  - g. Delay in delivery/installation/commissioning of hardware/software and their accessories, beyond the specified period for the same as mentioned in the order
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
3. In addition to the cancellation of the contract, Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. Further the bidder would also be required to compensate Bank for any direct loss incurred by Bank due to the cancellation of the contract and any additional expenditure to be incurred by Bank to appoint any other bidder.
4. Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
5. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to Bank at the site.
6. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder should perform a reverse transition mechanism to Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to Bank or to an alternative 3<sup>rd</sup> party / vendor nominated by Bank. Where Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a bidder who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services.



7. The reverse transition services to be provided by the vendor shall include the following:
  - a. The vendor shall suitably and adequately train Bank's or its designated team for fully and effectively manning, operating and maintaining the hardware/software supplied in this RFP.
  - b. Vendor shall provide adequate documentation thereof.
8. Knowledge transfer: The vendor shall provide such necessary information, documentation to Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Vendor shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by vendor's Intellectual Property Rights of this Agreement.
9. The cost for reverse transition if any should be part of the commercial offer.
10. Warranties:
  - a. All the warranties held by or in the name of the vendor shall be assigned or transferred as-is, in the name of Bank. The vendor shall execute any and all such documents as may be necessary in this regard.
  - b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
  - c. The vendor shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
  - d. The vendor recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the vendor agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the vendor under the scope, upon termination or expiration thereof, for any reason whatsoever.
11. During which the existing bidder would transfer all knowledge, knowhow and other things necessary for Bank or new vendor to take over and continue to manage the services. The bidder agrees that the reverse transition mechanism and support during reverse transition will not be /compromised or affected for reasons whatsoever be for cancellation or exist of the parties.
12. Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
13. Bank and the bidder shall together prepare the Reverse Transition Plan. However, Bank shall have the sole decision to ascertain whether such Plan has been complied with.
14. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to Bank or its selected vendors as would be required in the event of the shifting of the site.



### 11.35 Intellectual Property Rights

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

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

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

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

### 11.36 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 Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Bank of the benefits of free and open competition.

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.

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.

### 11.37 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further



exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

### 11.38 Violation of terms

Bank clarifies that Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies 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.

### 11.39 Addition/Deletion of Qualified Offerings

Both parties agree that the intent of this tender is to establish an initial set of service offerings. 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, Bank recognizes that from time to time hardware and related software products that are provided as part of vendor 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 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 vendor shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The vendor shall carry out such services as required by Bank at mutually agreed terms and conditions.

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

The vendor 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.

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

As a method for reviewing vendor services and Bank requirements, 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 Bank. This also includes the right to modify the number of branches, extension counters, offices, training centers etc.

### 11.40 Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure 11.



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

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

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

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

|  |   |
|--|---|
| <b>Shri. Nilmoni Bhakta</b><br>Address - A-801, PBCL CHS Ltd., Plot No. 3, Sector 46 A, Nerul, Navi Mumbai, 400706<br>Email - <a href="mailto:nilmoni.bhakta@gmail.com">nilmoni.bhakta@gmail.com</a> | <b>Shri. Madan Lal Sharma</b><br>Address - K-23, Jangpura Extention New Delhi<br>Email - <a href="mailto:ml.sharma1965@yahoo.com">ml.sharma1965@yahoo.com</a> |
|--|---|

Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.

#### 11.41 Termination

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



#### 11.42 Effect of termination

1. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
2. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
3. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
4. Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank at the sole discretion of Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
5. Termination shall not absolve the liability of 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.

#### 11.43 Compliance with All Applicable Laws

The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and



incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

#### 11.44 Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the vendor will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

#### 11.45 Repeat Order

Bank of Maharashtra reserves the right to place repeat order/s (@ 15% of the total order value) on the bidder under the same terms and conditions within a period of six months from the date of acceptance of last purchase order. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.



## 12. Disclaimer

The scope of work document is not an offer made by Bank of Maharashtra but an invitation for response based on which Bank may further evaluate the response or call for alternate or more responses from other Bidders. 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.



### 13. List of Abbreviations

| Acronym | Full Form                                |
|---------|--|
| AMC     | Annual Maintenance Cost                  |
| ATS     | Annual Technical Support                 |
| Bank    | Bank of Maharashtra                      |
| CBS     | Core Banking Solution                    |
| CD      | Compact Disk                             |
| CO      | Central Office                           |
| CPU     | Central Processing Unit                  |
| CVC     | Central Vigilance Commission             |
| DB      | Database                                 |
|         |  |
|         |  |
| ED      | Executive Director                       |
| FCIP    | Fiber Channel over Internet Protocol     |
| GM - IT | General Manager - Information Technology |
| Gol     | Government of India                      |
| HO      | Head Office                              |
| HCI     | Hyper Converged Infrastructure           |
| INR     | Indian National Rupee                    |
| LAN     | Local Area Network                       |
| LTO     | Linear Tape-Open                         |
| LUN     | Logical Unit Number                      |
| MIS     | Management Information Systems           |
| MPLS    | Multi-Protocol Label Switching           |
| NOC     | Network Operating Control                |
|         |  |
| PO      | Purchase Order                           |
| OEM     | Original Equipment Manufacturer          |
| OLTP    | On-Line Transaction Processing           |
|         |  |
| RAC     | Real-time Application Cluster            |
| RAID    | Redundant Array of Inexpensive Disks     |
| RFP     | Request for Proposal                     |
| RO      | Regional Office                          |
| SAN     | Storage Area Network                     |
| SDR     | SRO Data Replicator                      |
| SoW     | Scope of Work                            |
| T & C   | Terms & Conditions                       |
| TCO     | Total Cost of Ownership                  |



|        |   |
|--------|---|
| ToR    | Terms of Reference                                    |
| TPS    | Transactions per Second                               |
| UAT    | User Acceptance Test                                  |
| Vendor | Bidding entity responsible for the scope of services. |
| VTL    | Virtual Tape Library                                  |
| ZO     | Zonal Office  |



## 14. Annexures

### 14.1 Annexure 1: Conformity with Hard copy Letter

(Proforma of letter to be given by all the Vendors participating in the RFP for Supply, Installation and Maintenance of Server & Storage Equipment on their official letterheads.)

To,  
General Manager (IT),  
Bank of Maharashtra  
Information Technology,  
Head Office,  
Lokmangal, Shivajinagar,  
Pune – 411005

Dear Sir,

Sub: RFP - 032019 for Supply, Installation and Maintenance of Server & Storage Equipment dated 12/06/2019

Further to our proposal dated \_\_\_\_\_, in response to the Tender Document No: 032019, dated: 12/06/2019 issued by Bank of Maharashtra (“**Bank**”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the Tender Document No: 032019, dated: 12/06/2019 and the related addendums and other documents including the changes made to the original tender documents issued by Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name



## 14.2 Annexure 2: Conformity Letter

(Proforma of letter to be given by all the vendors participating in the RFP for Supply, Installation and Maintenance of Server & Storage Equipment on their official letter-head.)

To,  
General Manager (IT),  
Bank of Maharashtra  
Information Technology,  
Head Office,  
Lokmangal, Shivajinagar,  
Pune – 411005

Dear Sir,

Sub: RFP - 032019 for Supply, Installation and Maintenance of Server & Storage Equipment dated 12/06/2019

Further to our proposal dated \_\_\_\_\_, in response to the tender Document No: **032019**, dated: 12/06/2019 (hereinafter referred to as “**TENDER DOCUMENT**”) issued by Bank of Maharashtra (“**Bank**”) we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorized Signatory

Designation


Bidder’s corporate name



### 14.3 Annexure 3: Eligibility Criteria Compliance

| Sr. No                             | Eligibility Criteria  | Supporting Documents Required   | Complied ( Yes/No) |
|------------------------------------|---|---|--------------------|
| <b>Bidder Eligibility Criteria</b> |   |   |                    |
| 1                                  | Bidder should be a Government Organization/ PSU/ Private/ Public Limited/ Partnership/ Proprietorship firm and should be a Registered Company under Companies Act 1956/2013, India  | Certificate of Incorporation / Certificate of commencement of business.                         |                    |
| 2                                  | Bidder should have been in existence in India for a minimum period of 5 years   | Certificate of Incorporation / Certificate of commencement of business.                         |                    |
| 3                                  | Bidder should have annual turnover of at least INR 75 crores for last three financial years i.e. 2016-17, 2017-18 and 2018-19(If the Balance sheet is provisional the CFO of the company should certify the same under company's seal) from its India operations. | Audited Financial statements for the financial years 2016-17, 2017-18, 2018-19                  |                    |
| 4                                  | Bidder should have positive net worth for last three financial years i.e. 2016-17, 2017-18 and 2018-19 (If the Balance sheet is provisional the CFO of the company should certify the same under company's seal).   | Audited Financial statements for the financial years 2016-17, 2017-18 and 2018-19               |                    |
| 5                                  | Bidder should not have been black-listed by any Public Sector Bank, RBI/ NHB, IBA or any regulatory authority as on date of RFP submission  | Self-declaration on bidder's letterhead to be submitted.  |                    |
| 6                                  | Bidder should be a valid ISO 9001 or latest ISO standard certification holder company   | Copy of relevant certificate  |                    |
| 7                                  | Bidder should have Manufacturers' Authorization and a direct back-to-back support agreement with the OEM for the proposed hardware and software components mentioned in the RFP<br>Support agreement should include post-sales support, technical                 | Manufacturer's Authorization Form (MAF) as per format provided in Annexure – 4 of this document |                    |



| Sr. No                          | Eligibility Criteria  | Supporting Documents Required   | Complied ( Yes/No) |
|---------------------------------|---|---|--------------------|
|                                 | assistance support, spares support etc.   |   |                    |
| 8                               | Bidder should be in server business in India for the last 3 years   | Self-declaration on bidder's letterhead to be submitted along with<br>Credential letter/mail confirmation from the client<br><b>Or</b><br>Copy of PO along with completion certificate and other supporting documents |                    |
| 9                               | Bidder should have supplied and maintained servers (either directly or through OEM) in at least two scheduled commercial banks in India for the following:<br><br>▪ <br>Servers<br>and<br>x86 server series with virtualization | Credential letter/mail confirmation from the client<br><b>Or</b><br>Copy of PO along with completion certificate and other supporting documents   |                    |
| 10                              | ▪ Bidder should have supplied and maintained storage system (either directly or through OEM) in at least two Scheduled Commercial Banks in India  | Credential letter/mail confirmation from the client<br><b>Or</b><br>Copy of PO along with completion certificate and other supporting documents   |                    |
| 11                              | Adoption of Integrity Pact as per Annexure 11 of the RFP  | Signed Integrity Pact on stamp paper of Rs.500  |                    |
| <b>OEM Eligibility Criteria</b> |   |   |                    |
| 1                               | Proposed HCI solution should be in Gartner's Hyper- Converged Infrastructure Leaders Quadrant as per the latest available report as on bid submission date  | Relevant document from the OEM  |                    |



| Sr. No | Eligibility Criteria  | Supporting Documents Required   | Complied ( Yes/No) |
|--------|---|---|--------------------|
| 2      | Proposed HCI solution should be implemented in at least 2 Scheduled Commercial Banks/PSU's in India                     | Credential letter/mail confirmation from the client<br><br><b>Or</b><br>Copy of PO along with completion certificate and other supporting documents |                    |
| 3      | Proposed Storage Series (Flash Storage) should have been implemented in at least one Scheduled Commercial Bank in India | Credential letter/mail confirmation from the client<br><br><b>Or</b><br>Copy of PO along with completion certificate and other supporting documents |                    |
| 4      | Proposed SAN switch series should have been implemented in at least one Scheduled Commercial Bank in India              | Credential letter/mail confirmation from the client<br><br><b>Or</b><br>Copy of PO along with completion certificate and other supporting documents |                    |
| 5      | Proposed Tape Library series should have been implemented in at least one Scheduled Commercial Bank in India            | Credential letter/mail confirmation from the client<br><br><b>Or</b><br>Copy of PO along with completion certificate and other supporting documents |                    |

**Note:**

- Vendors need to ensure compliance to all the eligibility criteria points.
- Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- Public Sector / Scheduled Commercial Banks do not include Regional Rural Banks and Cooperative Banks.
- BFSI - Banking, Financial Services and Insurance organizations including regulatory authorities in India.
- The branches being considered in the criteria should be per Bank and not cumulative across Banks
- Public Sector / Scheduled Commercial Banks refer to Public sector / Scheduled Commercial Banks in India only.



#### 14.4 Annexure 4: Manufacturer's Authorization Form

**Note:** This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

To,  
General Manager (IT),  
Bank of Maharashtra  
Information Technology,  
Head Office,  
Lokmangal, Shivajinagar,  
Pune – 411005

Dear Sir,

Sub: RFP - 032019 for Supply, Installation and Maintenance of Server & Storage Equipment dated 12/06/2019

Whereas XXX OEM Corporate Name, a subsidiary of XXX having its corporate address at XXX OEM Corporate Address do hereby authorize M/s ..... (Bidder's Name) having its office at ..... (Bidder's Address) to submit a Bid and subsequently negotiate with you for resell of the following Products, for quantities, specifications and delivery schedule called for in the Request for Proposal ..... (RFP reference number) received from your Bank by the bidder.

Product Names – (List of Product Family)

Subject to the above, we hereby extend our warranty in accordance with our standard program warranty, for the aforesaid Products offered for supply by the bidder against the above mentioned Request for Proposal. The Products mentioned above will be supported as per XXX OEM Support policy and website

Yours Faithfully

Authorized Signatory & Stamp

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



#### 14.5 Annexure 5: Technical Bid Format

| Information   | Details to be furnished by the bidder |
|---|---------------------------------------|
| Name of the bidder  |                                       |
| <b>Year of establishment and constitution</b><br>Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.           |                                       |
| Location of Registered office /Corporate office and address   |                                       |
| Mailing address of the bidder   |                                       |
| Names and designations of the persons authorized to make commitments to Bank  |                                       |
| Telephone and fax numbers of contact persons  |                                       |
| E-mail addresses of contact persons   |                                       |
| Description of business and business background<br>Service Profile & client profile<br>Domestic & International presence<br>Alliance and joint ventures                   |                                       |
| Gross revenue of the bidder (not of the group)<br>2016-2017<br>2017-2018<br>2018-2019   |                                       |
| Net Profit of the bidder (not of the group)<br>2016-2017<br>2017-2018<br>2018-2019<br>Documentary proofs are to be enclosed   |                                       |
| Details of the similar assignments executed by the bidder (Name of Bank, time taken for execution of the assignment and documentary proofs from Bank are to be furnished) |                                       |
| Details of the bidder’s proposed methodology/approach for providing services  |                                       |



|   |  |
|---|--|
| to Bank with specific reference to the scope of work. |  |
|---|--|

**Declaration:**

We confirm that we will abide by all the terms and conditions contained in the RFP.

We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.

We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date of expiry of the last date for submission of response to RFP.

Place:

Date:

Seal & Signature of the bidder



## 14.6 Annexure 6: Cover Letter

RFP No: **032019**

Dated:

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

Dear Sir,

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

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

Authorized Signatory

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

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

Signature & Seal of Bidder



#### 14.7 Annexure 7: Pre-bid query format

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

[Please provide your comments on the Terms & conditions for RFP No: **032019** dated: 12/06/2019 in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the scope of work, approach, work plan, personnel schedule, terms & conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

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

Dated:

Authorized Signatory

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



#### 14.8 Annexure 8: Bid Security Form

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

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

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date:

Period of Bank Guarantee: Valid up to

Amount of Bank Guarantee: Rs. 30, 00, 000/-

To,

Bank of Maharashtra,  
IT Department,  
1501, Lokmangal,  
Shivajinagar, Pune 411005.

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

1. Whereas the Beneficiary had invited tenders for Supply, Installation and Maintenance of Server & Storage Equipment, vide tender No: 032019 dated:12/06/2019
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 30,00,000- (Rs. Thirty Lakh Rupees only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s <Bidder Name>. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Servers at given locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
4. At the request of the said M/s. <Bidder Name>. Ltd. Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises Bank doth hereby guarantee to and covenant with the Beneficiary that Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. 30, 00, 000/- (Rs. Thirty Lakh Rupees only) payable by the said Contractor/s under the said Contract.



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

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

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

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

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

Notwithstanding anything contained herein:

- a. The liability of Bank under this Bank Guarantee shall not exceed Rs. 30, 00, 000/- . (Thirty Lakh Rupees only).
- b. This Bank Guarantee shall be valid up to \_\_\_\_\_.
- c. Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before \_\_\_\_\_ (date of expiry of the Guarantee).

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

For and on behalf of the Guarantor Do so and  
to affix the seal of Bank, in the presence of .....



#### 14.9 Annexure 9: Compliance Statement for Reverse Auction

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

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

Sub: RFP NO: 032019 for Supply, Installation and Maintenance of Server & Storage Equipment dated: 12/06/2019

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

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



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

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

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

Verified above signature

Place:

Date:  
bidder

Seal and signature of the



14.10 Annexure 10: Bill of Materials

(Attached as a separate file)

**Authorized Signatory's Name**

**Signature**

**Designation**

**Address**

**Email and phone #**



#### 14.11 Annexure 11: Pre Contract Integrity Pact

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

**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of month of \_\_\_\_\_ 2019, between on one hand, Bank of Maharashtra through authorized official Mr. \_\_\_\_\_, General Manager, Information Technology Department, Bank of Maharashtra (hereinafter called the "BUYER", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) on one hand and M/s \_\_\_\_\_ represented by Mr. \_\_\_\_\_ Chief Executive Officer <Designation of Authorized official> (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) on second hand.

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

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

NOW, THEREFORE,

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

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

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

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

**Commitments of the BUYER:**

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



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

### **COMMITMENTS of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
  - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
  - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or



unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

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

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

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

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

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.



- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 5. Earnest Money (Security Deposit)

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

## 6. Sanctions for Violations:

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



outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

## 7. Fail Clause:

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

## 8. Independent Monitors:

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.



- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

## 9. Facilitation of Investigation

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

## 10. Law and Place of Jurisdiction

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

## 11. Other Legal Actions:

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

## 12. Validity:

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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



BUYER

Name of the Officer:

Designation:

IT Department

Bank of Maharashtra

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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

BIDDER

CHIEF EXECUTIVE OFFICER

(Office Seal)

Witness:

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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



#### 14.12 Annexure 12: List of Deviations Requested

To,  
General Manager (IT),  
Bank of Maharashtra  
Information Technology,  
Head Office,  
Lokmangal, Shivajinagar,  
Pune – 411005

Sub: RFP NO: 032019 for Supply, Installation, and Maintenance of Server & Storage Equipment dated: 12/06/2019

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

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

Yours faithfully,

Authorized Signatory

Designation  
Bidder's name



## 14.13 Annexure 13: Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction

### **Introduction:**

Bank of Maharashtra intends to use E procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP No - **032019**, dated 12/06/2019

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

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

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

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to Bank in the prescribed format as specified in **Annexure - 09**.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

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

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

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

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
  1. Acceptance of Rules for Reverse Auction and undertaking as per format in **Annexure-09**.
  2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
  3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction.

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

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



Auction process.

- iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
- iv. Each bidder / bidder shall participate in the training at his / their own cost.

e. **DATE/ TIME FOR TRAINING:**

- i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
- ii. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

f. **DATE/ TIME OF REVERSE AUCTION:**

- i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.
- ii. Any force Majeure or other condition leading to postponement of auction shall entitle Bank to postponement of auction even after communication, but, Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

g. **CONDUCT OF REVERSE AUCTION:**

- i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- ii. The Reverse Auction may be conducted by Bank itself or through a service provider specifically identified/ appointed/ empaneled by Bank.

h. **TRANSPARENCY IN BIDS:**

- i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

i. **MASKING OF NAMES:**

- i. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.

j. **START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in **Annexure 10 of RFP** before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the TCO of **Annexure 10 of RFP**. This total value is taken as the start price of the bidding process.



k. **DECREMENTAL BID VALUE**

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

l. **REVERSE AUCTION PROCESS:**

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

m. **EXPENDITURE ON REVERSE AUCTION:**

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



own cost.

n. **CHANGES IN BUSINESS RULES:**

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

o. **OTHER INSTRUCTIONS:**

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

p. **ERRORS AND OMISSIONS:**

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

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

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.



- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in **Annexure 10 of RFP** to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- k. Only those bidders who are technically qualified and competent to provide the required solution as per **RFP - 032019** are only eligible to participate in Reverse Auction Process.
- l. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.



#### 14.14 Annexure 14: Performance Bank Guarantee

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

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

Bank Guarantee No. : \_\_\_\_\_  
Amount of Guarantee : Rs. \_\_\_\_\_/-  
Guarantee Valid up to: \_\_\_\_ Months  
Last date of lodgment of claim: \_\_\_\_\_20\_\_

This deed of guarantee is executed on this \_\_\_\_\_Day of \_\_\_\_\_20\_\_ by {Name of Bank issuing guarantee} a body corporate, constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) (hereinafter referred to as the '**Guarantor Bank**', which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns) in favour of **Bank of Maharashtra**, a New Bank constituted by Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, and having its Head Office at Lokmangal, 1501, Shivaji Nagar, Pune-411005 (hereinafter referred to as "**Beneficiary Bank**", which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns), for an amount not exceeding Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) at the request of M/s \_\_\_\_\_(with address).

Whereas engagement letter no. \_\_\_\_\_PO/LOI\_\_\_\_\_ dated \_\_\_\_\_20\_\_ (hereinafter called the "**Contract**") for Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) placed by the Beneficiary Bank on M/s \_\_\_\_\_, having its Head Office at \_\_\_\_\_ and a branch office at \_\_\_\_\_ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor have to \_\_\_\_\_(Name of the Project)\_\_\_\_\_ as per the engagement letter referred hereinabove.

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

#### NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:-

In consideration of Bank of Maharashtra, the beneficiary bank, having issued engagement letter No. . . . \_\_\_\_\_PO/LOI\_\_\_\_\_ dated \_\_\_\_\_20\_\_ for Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) on M/s \_\_\_\_\_, having its Head Office at \_\_\_\_\_ for \_\_\_\_\_(Name of the Project)\_\_\_\_\_ as per the engagement letter referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:



- a) To indemnify and keep indemnified the beneficiary bank for the losses and damages that may be caused to or suffered by the beneficiary bank in the event of non-performance of whatever nature on the part of the contractor in discharging their contractual obligations under the said contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. \_\_\_\_/- (Rs. \_\_\_\_\_ only) without demur and without Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary Bank shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.
- b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary bank or up to \_\_\_\_ months\_\_\_\_, which is earlier.
- c) This guarantee shall not in any way be affected by the change in the constitution of the contractor or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary bank or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary bank.
- d) To pay to the beneficiary Bank any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- e) We, \_\_\_\_\_ ( indicate the name of Guarantor Bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary Bank in writing, and the guarantee shall remain in full force and continuing till all dues claimed are paid

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

Notwithstanding anything contained herein:

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



"Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ /- (Rs. \_\_\_\_\_ only). This guarantee shall remain in force until solely at \_\_\_\_\_ (indicate the name of Guarantor Bank with address) and on or before \_\_\_\_\_ unless a demand or claim is lodged with us within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construct in accordance with the laws of India.

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

Place:

SEAL

Code No.

SIGNATURE



#### 14.15 Annexure 15: Minimum Technical Specifications

**Details in this section are removed intentionally and would be available to the bidders who will purchase the RFP Document and submitted the NDA.**



#### 14.16 Annexure 16: Undertaking of Information Security

(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To,  
The Deputy General Manager  
Information Technology,  
Bank of Maharashtra,  
Lokmangal, 1501,  
Shivajinagar, Pune

Sir,

Sub: RFP NO: 032019 for Supply, Installation, and Maintenance of Server & Storage Equipment dated: 12/06/2019

We hereby undertake that the proposed software to be supplied to the Bank will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized Signatory

Name:  
Designation:  
Bidder's Corporate Name Address  
Email and Phone



## 14.17 Annexure 17: Compliance Agreement

We communicate our unconditional acceptance to the following terms and conditions of RFP No : 032019

- 1) We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 032019 for the server and storage equipment.
- 2) We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of Bank of Maharashtra.
- 3) We agree that we are deemed to have accepted the all rules on participation at the bid. Bank of Maharashtra will make every effort to make the bid process transparent. However, the award decision by Bank of Maharashtra would be final and binding on us.
- 4) We agree not to divulge either our bids or those of other suppliers to any other external party.
- 5) Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
- 6) We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of Bank of Maharashtra, bid process, bid technology, bid documentation and bid details. Bank of Maharashtra tender documents remain the property of Bank of Maharashtra and all suppliers are required to return these documents to Bank of Maharashtra upon request.
- 7) Bank of Maharashtra's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
- 8) Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at Bank of Maharashtra's discretion.
- 9) Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of Bank of Maharashtra would be final and binding on all bidders.
- 10) Bank of Maharashtra has the right to decide to extend, reschedule, cancel the RFP.
- 11) Please note that Bank of Maharashtra may consider debaring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
- 12) We have read the Bank of Maharashtra technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
- 13) Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
- 14) If successful, we are agreed to provide uninterrupted service for next 5 years.

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

Name:  
Designation:  
Organization:

Place:

Stamp:  
Date:  
Signature:



## 14.18 Annexure 18: Non-Disclosure Agreement

(On stamp paper of relevant value)

This Non-Disclosure Agreement is made and entered into at this \_\_\_ day of \_\_\_, 2019

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

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

WHEREAS, Bank called for the bids for engagement of SI for ITAM solution of the Bank. M/s \_\_\_ after going through the Bid Documents and being interested to act as System Integrator and provide the solution as required by The Bank, has submitted its Bid.

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

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

- 1) Maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- 2) Make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 3) Restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- 4) Treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive termination/expiry of the agreement. Any information considered sensitive must be protected by the Bidder from unauthorized disclosure or access.



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

- 1) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract;
- 2) is the public domain
  - i. is received from a third party not subject to the obligation of confidentiality with respect to such information
  - ii. is released from confidentiality with the prior written consent of the other party.

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

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

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

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

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

**Indemnity:** The System Integrator/Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims,



demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/Contractor. and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the System Integrator/Contractor, in the course of discharge of its obligations under this Agreement.

The provisions hereunder shall survive termination of the Contract.

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

|   |   |
|---|---|
| For and on behalf of ----- Ltd.<br><br>( )<br>(Designation) | For and on behalf of Bank of Maharashtra<br>( )<br>( Designation) |
|---|---|