

RFP Reference No. 222014

REQUEST FOR PROPOSAL (RFP)
FOR
SUPPLY, INSTALLATION, COMMISSIONING AND MAINTENANCE
OF
CHI & ALTERNATE CHI SERVERS AND THIRD PARTY SOFTWARE
FOR NORTHERN GRID, DELHI



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

**NAME OF THE PROJECT: SUPPLY OF CHI, ALTERNATE CHI
& THIRD PARTY SOFTWARE.**

Cost of Tender Document Rs 5,000/-



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1. Invitation for Tender offers:-

In order to meet the CHI, Alternate CHI & third party software requirement for Northern Grid, Bank of Maharashtra invites sealed tender offers (Technical bid and masked Commercial bid) from the eligible, reputed manufacturers and / or authorized dealers of Hardware / Software for supply, installation, commissioning and maintenance of Hardware and Software as specified in Annexure – A & B of the clause no.5

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.5,000/- (Rs. Five thousand only) by demand draft / bankers cheque in favour of Bank of Maharashtra and payable at Pune.

Bid Collection and Submission

Tender Reference number	222014
Price of Tender Copy	5,000/-
Date of commencement of sale of tender document	08/10/2014
Last Date of sale of tender document	28/10/2014 up to 13.00 hours
Queries to be mailed by	16/10/2014 up to 16.00 hours
Pre-Bid meeting with Bidders	18/10/2014 at 16.00 hours
Last Date and Time for receipts of tender offers	28/10/2014 up to 14.00 hours
Time and Date of Opening of technical bids	28/10/2014 at 15.00 hours
Place of Opening tender offers	Bank of Maharashtra IT, BPR & MIS Department Head Office, 1501, Lokmangal, Shivajinagar, Pune – 411 005.
Address of Communication	As above
Earnest Money Deposit	2,00,000/-
Contact Telephone Numbers	Phone : 020 - 25536266 020 - 25536051 Fax : 020 – 25521568

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 bid. It should be in separate cover to be handed over to the department.

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

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

Deputy General Manager
Information Technology



Instructions to bidders

About Bank of Maharashtra

Bank of Maharashtra is a nationalized bank with a standing of 78 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office.

The Bank has more than 1900 branch offices across the length and breadth of the country. In the state of Maharashtra, the Bank has 1000 + branch offices, the largest network of branches by any Public Sector Bank in a state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of the Bank are networked and under Core Banking Solution.

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

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

1.1. Two Bid System Tender

The Technical Bid and Commercial Bid must be submitted at the same time in separate **sealed envelopes**, giving full particulars, at the Bank's address given below, on or before the scheduled date given above. All envelopes should be securely sealed and stamped. Information brochures should be distinctly separated from the other documents by way of separator sheets and submitted in an orderly and neatly bound manner.

Important: The eligibility credentials, financial reports & product information brochures shall be distinctly separated by separator sheets positively and the technical bid shall be submitted in an orderly and neatly bound.

Bank's address
The Deputy General Manager IT, BPR & MIS Bank of Maharashtra "Lokmangal", 1501, Shivajinagar Pune – 411005

Following two officers have been authorized to accept the tender documents

1. Veerprakash Gattina, Senior Manager- Head Office, IT Dept., Pune
2. Vinayak Karmarkar, Senior Manager- Head Office, IT Dept., Pune

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

- Type of Offer (Technical / Commercial)



- Tender Reference Number
- Due Date
- Name of Bidder

All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company. Letter of authorization from competent authority be produced along with the proposal.

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

ENVELOPE-I (Technical bid along with softcopy):

The Technical bid should be complete in all respects and contain all information asked for **except prices**. The TECHNICAL BID should include all items asked for in **Annexure A and Annexure B**. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. For example, the Technical bid should mention that AMC charges are included in the Commercial bid, without mentioning the actual amounts in the TECHNICAL BID. **A photo copy of original Commercial offer with prices duly MASKED be submitted along with the Technical Bid.** Bank reserves the right to reject any bid submitted without masked commercial.

ENVELOPE-II (Commercial bid):

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

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted. These two envelopes containing the Technical bid and Commercial bid should be separately submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

1.2. Schedules of the Tender

This tender comprises of following schedules.

Schedule Number	Name of Schedule	Components
I	CHI servers & third party software	Supply, installation & commissioning of Servers & HSM cards and installation of Third Party Software
II	AMC	Annual Maintenance Contract
III	TCO	

It is mandatory for the bidder to quote for all the three schedules & all the items in the schedules. Incomplete offers are liable for rejection.



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

2. Qualification Criteria

2.1. Eligibility of the Bidder

- The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 and shall be in existence for the last five years having a turnover of Rs. 50/- Crores per year in the last three financial year's i.e. 2011-2012, 2012-2013 and 2013-2014*. This must be the individual Company's turnover and not that of any group of Companies. Copy of the certificate of incorporation should be enclosed as documentary proof.
- The Bidder Company should have made profits in at least one financial year out of last three financial years. A copy of relevant years' audited annual reports / financial statements shall be submitted with the offer in support of net sales turnover and profit.
- The bidder should be the Original Equipment Manufacturer (OEM) or its authorized agent for supplier of the Servers and documentary proof to that effect should be enclosed.
- The bidder/System Integrator/OEM by himself or by Channel partner should have the capabilities or expertise to install, commission the Servers, Hardware with third party Software installation. Copy of relevant document to be submitted.
- The bidder shall have exclusive support infrastructure/centers for maintenance of servers at Delhi either own or through franchisee. List of such support centers with contact persons, telephone numbers and addresses should be enclosed.
- The Bidder shall not have been blacklisted by any government organization / banks. Self-declaration to that effect shall be submitted along with the technical bid.
- The bidder should be able to provide efficient and effective support at all centers, so as to meet 24*7 hrs service support with maximum 4 hrs response time – A commitment to this effect should be furnished.

(* If audit for the year 2013-14 is not completed, then provisional balance sheet for the year 2013-2014 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company.)

2.2. Quality Standards

Bank of Maharashtra is looking for well-proven branded products, which is volume produced and are used by a large number of users in India / abroad. All products quoted should be associated with specific model numbers and names and with printed literature



describing configuration and functionality. Any deviations from the printed specifications should be clearly identified in a separate Annexure titled 'Deviations' which must be supplied by the bidder along with the offer document. Bank reserves the right to reject the bids in case of deviations.

2.3. Earnest Money Deposit

Bidders are required to submit along with the offer a Demand Draft drawn **in favor of Bank of Maharashtra and payable at Pune**, (valid for 180 days from the date of the tender) for an amount of Rs. 2.00 lakh (Rupees Two lakh only) towards Earnest Money Deposit (EMD). Offers made without E.M.D. will be rejected. Bank will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank (other than Bank of Maharashtra) or any scheduled commercial bank acceptable to Bank of Maharashtra. For Bank Guarantee other than from a Public sector bank, prior permission of Bank of Maharashtra shall be essential. The format of BG is enclosed.

2.4. Manufacturer's Authorization Form

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

2.5. Qualification Criteria

The bidders fulfilling all the "eligibility criteria" mentioned under Point 2.1 above only will be subjected to further process of technical evaluation.

2.6. Terms and Conditions

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

2.7. Non-transferable Tender

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

2.8. Soft Copy of Tender document

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



The bidders who are submitting the bid by downloading the same from the Bank's website will have to pay the non-refundable fee of Rs.5,000/- by way of a demand draft / bankers' cheque in favour of Bank of Maharashtra payable at Pune while submitting the bid. In case the bidder chooses to attend the pre bid meeting, the bidder should send DD for Rs.5,000/- being the cost of tender document. **Purchase of tender document is mandatory for attending pre-bid meeting.**

2.9. Offer validity Period

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

2.10. Address of Communication

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

**The Deputy General Manager,
Information Technology,
Bank of Maharashtra,
Head Office, "Lokmangal",
1501, Shivaji Nagar,
Pune – 411 005
Emails: cmssoftware@mahabank.co.in,
Veerprakash.gattina@mahabank.co.in,
Vinayak.karmarkar@mahabank.co.in**

2.11. Pre-Bid Meeting

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

The queries on point / clauses in the RFP document are to be mailed / submitted in the specific format only as per Annexure K

The queries that are not on the points / clauses in the RFP document and are general in nature but related to the tender are to be mailed / submitted in specific format only as per Annexure K

Queries submitted in any other format will not be entertained by the Bank.

Only two authorized representatives of the bidder who have purchased the RFP will be allowed to attend the Pre-Bid meeting.



2.12. Opening of Offers by Bank of Maharashtra

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

2.13. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

a) Eligibility Criteria :

Bank of Maharashtra will undertake primary scrutiny of the eligibility of the bidders as per "eligibility criteria" mentioned under point no.2.1 above based on the documents submitted. The offers of the bidders fulfilling the above eligibility criteria only will be taken up for further scrutiny i.e. technical evaluation. This primary scrutiny will be taken up on the last date of the technical bid submission, in the evening same day.

b) Technical evaluation:

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

c) Commercial evaluation :

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

Bank of Maharashtra will consider the 5 years TCO (Total Cost of Ownership) for the purpose of price comparisons given by the vendors on the figures in the **Schedule III of Annexure J**. **Only the details of Schedule-III will be read subject to verification after opening of commercial bids.**

Five Years TCO = {(Cost of Equipment of all items as per schedule I) + (Cost of post warranty AMC as per Schedule II)}



2.14. Clarification of Offers

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

2.15. No Commitment to Accept Lowest or Any Tender

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

2.16. Documentation

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

- Make and model numbers of Servers quoted for.
- Specifications of all items asked along with technical specifications table.
- In case of Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.

2.17. Submission of Technical Details

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

2.18. Make, Models & Part numbers of the equipment

It is mandatory to provide the make, model and part number of Servers and their subcomponents as asked for in the technical specification. The offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items offered. Please note that substituting this information by just brand name is not enough. (Part no of the sub components may be provided.). Similarly the details of Third Party Software like version number etc. should be clearly mentioned.



2.19. Format for Technical bid

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

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

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

Sl.	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
1	Certificate of Incorporation		
2	Balance Sheets – 2011-12 2012-13 2013-14 (If the Balance sheet is not audited, then the provisional statements duly certified by the Chartered Accountant and CFO of the company under company's seal to be submitted)		Net Sales Turnover : Rs in Lakhs)
3	Profit figure 2011-12 2012-13 2013-14		Net Profit After Tax: (Rs in Lakhs)
4	Original Equipment Manufacturer (OEM) or its authorized agent for supplier of the Servers; documentary proof to that effect should be enclosed.		
5	The bidder/System Integrator/OEM by himself or by Channel partner should have the capabilities or expertise to install, commission the Servers, Hardware with third party Software installation. Copy of relevant document to be submitted		
6	Address of all support centers across the country. (Center at Delhi must)		
7	Self-declaration for not being blacklisted		
8	To provide efficient and effective support at all centers, so as to meet 24*7 hrs service support with maximum 4 hrs response time – A commitment to this effect should be furnished		

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



5. Technical bid with Specifications as given in Annexure A & B, complete with all the columns filled in.
6. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document from 3.1 to 3.23.

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
3.1	Support Personnel		
3.2	Technical Inspection & Performance Evaluation		
3.3	Payment Terms		
3.4	Delivery, Installation and Commissioning		
3.5	Completeness of Installation		
3.6	Order Cancellation		
3.7	Inter-working of hardware & Software		
3.8	Acceptance Tests		
3.9	Software Drivers & Manuals		
3.10	Warranty		
3.11	AMC		
3.12	Spare Parts		
3.13	Liquidated Damages		
3.14	Penalty for Delay		
3.15	Penalty for Downtime		
3.16	Failure		
3.17	Indemnity		
3.18	Publicity		
3.19	Software & Drivers		
3.20	Guarantees		
3.21	Force Majeure		
3.22	Resolution of Disputes		
3.23	Non Disclosure Agreement		

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

7. Warranty (for all relevant schedules). This should not contain any price information.
8. Delivery and Implementation schedule.
9. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
10. System software – third party software details.
11. Manufacturers' Authorization Form (if applicable) as per Annexure F
12. Details of Past installation , as per Annexure G
13. Details of support centers as per Annexure H



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14. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
 15. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
 16. All documentary evidence wherever required to be submitted be properly arranged.
 17. Copy of the Commercial Bid duly masking the price column.

2.20. Masked Commercial

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

2.21. Scope of Work

- 2.21.1. The scope of the assignment would involve following:
- 2.21.2. Supplying, installing, commissioning and maintenance of Clearing House Interface (CHI) Servers of specified configuration. One CHI server consists of
 1. Server,
 2. HSM Card &
 3. Software components as specified in the technical specifications.
- 2.21.3. The bidder need to provide licenses/Media for the software components as specified. The Clearing House Interface application supplied by M/s. NCR needs to be installed on this server. The proposed hardware should be compatible for this application. Bidder will have to coordinate with M/s NCR for getting installation of the CHI software and Third party software with no extra cost to the Bank.
- 2.21.4. Bank may change the locations at a future date. The selected vendor should take responsibility for dismantling, shifting to new location and reinstallation at the new location without of any additional cost to Bank. However, Bank will reimburse the transportation charges at actual on submission of bills.
- 2.21.5. Configuring new HSM, Servers, connecting to LAN/WAN making full functional.
- 2.21.6. The supplier has to ensure on-site support for resolving all Hardware & OS related issues, including re-installation of OS and other software mentioned above, due to any reason what-so-ever, during warranty and AMC period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).
- 2.21.7. The Vendor will also provide the latest model available, if there is upward revision in the model offered, at no extra cost to Bank.
- 2.21.8. The accessories required for the equipment should also be specified and supplied by the vendor.
- 2.21.9. Vendor should specify various infrastructure requirements, which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cooling, cables, connectors, ports, UPS, environmental conditions, illumination, etc. Vendor is supposed to provide the requirement of Power and Cooling for the items to be supplied by them. This information is required for making arrangements for smooth commissioning and subsequent functioning of the equipment.
- 2.21.10. Vendor should provide comprehensive on-site warranty of five years for hardware, without any extra cost to the bank.



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- 2.21.11.** All the parts of items would be covered under comprehensive warranty except consumables. If there is any gap between Bank's requirement and OEM warranty/AMC then it will be the responsibility of bidder to fill up the gap.
- 2.21.12.** Vendor has to carryout patch management activity during the warranty/AMC period as per Bank's/RBI/NPCI requirement. Vendor has to undertake BIOS upgrade wherever the requirement is felt by bank (during Warranty/AMC).
- 2.21.13.** Vendor should undertake to provide maintenance support both during warranty and post warranty period to equipment and arrange for spare parts for a minimum period of 6 years. Comprehensive annual maintenance contract has to be entered into separately with the bank, for this purpose. The bidder shall provide on-call support services for 24x7days with 4 hrs problem resolution commitment time unless specified otherwise.
- 2.21.14.** Vendor has to guarantee minimum uptime of 99% and should be ready to execute service level agreement for the same.
- 2.21.15.** Te vendor will pass on to the bank, the benefit of discounts if any announced during any period in respect of orders placed during that period.

2.22. Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. Bank of Maharashtra may treat offers not adhering to these guidelines as rejected.

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

2.23. Locations

This tender is being floated by the Head Office of Bank of Maharashtra. The Servers and Third Party Software are being procured through this tender shall be installed, commissioned and maintained by the successful bidder presently at Service Branch, Delhi of Bank of Maharashtra. Bank reserves the right to make changes in the locations.

2.24. Costs & Currency

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

1. Cost of the equipment
2. Installation and commissioning charges, if any,
3. Minimum of five year comprehensive on-site warranty covering all parts & labor on hardware items. This period will start from the date of 90% payment final lot by Bank of Maharashtra.
4. Transportation and Forwarding charges to the site.
5. In addition to transit insurance normal electronic equipment insurance should be available up to installation or up to 30 days from date of delivery whichever is earlier.



6. All taxes and levies including service tax and VAT but excluding Octroi/LBT

2.25. Fixed Price

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

2.26. Short-listing of Bidders

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

2.27. Right to Alter Quantities

Bank of Maharashtra reserves the right to alter the proposed new Servers quantities specified in the tender. Bank of Maharashtra also reserves the right to delete one or more items from the list of items specified in tender.

2.28. Rate Contract

Bank of Maharashtra reserves the right to enter into a rate contract with L1 for delivery of Servers and/or Third Party Software for any branches / offices. The validity of the rate contract shall be 6 months from the date of last pre-delivery inspection. The same technical specifications and terms of Commercial bid shall apply mutatis-mutandi to the order placed through the rate contract as specified through this tender. However during the validity of the rate contract, if there is downward revision of the prices beyond 10% of the price negotiated at the time of placing the order, Bank of Maharashtra reserves the right to re-negotiate the prices before placing the order.

2.29. Repeat Orders

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

3. Terms and Conditions

3.1. Support Personnel

In addition to the regular support centers at Delhi the bidder should provide one contact person either own employee or through franchisee for all major cities in India.

3.2. Technical Inspection and Performance Evaluation

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



3.3. Payment Terms

Bank of Maharashtra will make payment as follows:

1. 90 % of the order value (as per Schedule I) will be paid on completion of installation and commissioning of the Servers ordered.
2. Out of the balance 10%, 1% amount would be retained by the Bank till expiry of warranty period and 9% would be paid against a Performance Bank Guarantee (as per the format prescribed by the Bank) for the equivalent value of the warranty period.
3. Payment will be processed and released centrally.

3.4. Delivery, Installation and Commissioning

The Bidder shall be responsible for delivery and installation of the equipment ordered at the site/s as mentioned in Schedule –I and for making them fully operational at no **extra charge within 4 weeks of receiving the purchase order**. The signing authority will be Branch Manager or Officer at branch / office.

If the bidder fails to deliver and/or install all the equipments ordered within the stipulated time schedule or by the date extended by Bank of Maharashtra, it will be a breach of contract. In such case, Bank of Maharashtra may foreclose the bank guarantee or EMD amount without any notice. In the event of Bank of Maharashtra agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank of Maharashtra before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event the advance paid to bidder will become returnable to Bank of Maharashtra forthwith and Bank of Maharashtra reserves its right to foreclose the bank guarantee.

Appropriate insurance to cover the equipments for the transit period and till 30 days after delivery or installation whichever is earlier. The copy of the Insurance Policy should be submitted to the Bank after PDI at the discretion of Bank of Maharashtra, there will be an acceptance test conducted by the bidder in presence of Bank of Maharashtra officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in hardware / software supplied, Bank of Maharashtra may cancel the entire purchase order and return the equipment back to the bidder at bidder's costs and risks.

3.5. Completeness of Installation

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

In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire site will be accepted after



complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 10 days.

3.6. Order Cancellation

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

1. Delay in delivery beyond the specified period for delivery.
2. Delay in installation beyond 6 weeks from the date of purchase order.
3. Serious discrepancy is noticed in the servers.

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

3.7. Inter-working of hardware and Software

The bidder must integrate Servers with the Third Party Software /CHI software application running in the Bank and make the system integrated and fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same except for the problems in the application software, if any. Under no circumstances will a problem/fault be blamed on the application software without sufficient cause and justification.

The bidder must also take necessary steps to successfully install all the software components (API) supplied by him on the Servers/Desktops.

3.8. Acceptance Tests

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

3.9. Software Drivers, Manuals & Accessories

The Servers will have to be supplied with Software Drivers, Manuals and one complete set of media etc. Third Party Software will have to be supplied with manuals, media and installation procedure.

3.10. Warranty

The offer must include a minimum five years comprehensive on-site warranty for hardware items & 1 year on warranty for Third Party Software. The Warranty in respect



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

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the tender. Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, bidder shall maintain the systems and repair/replace at the installed site all defective components, at no charge to Bank of Maharashtra.

During the warranty period, Vendor would be required to maintain adequate spares/consumables locally to ensure prompt attendance to faults.

During warranty period all parts developing defects are replaceable at no cost to the Bank.

3.11. Annual Maintenance Charges

The bidder should provide post warranty AMC services at the quoted rate in TCO. The quoted AMC rate for would be applicable for 24*7 hrs support and response time should not be more than 4 hrs. AMC would cover all components. The bidder's engineer will visit branches/offices for regular Preventive Maintenance of servers, at least, once in quarter.

The offer must give commitment to provide maintenance for four years from the date of expiry of warranty in case of third party software. Bidders are expected to maintain the equipment supplied for at least five years from the date of acceptance by bank.

Bank will pay AMC charges in Indian Rupees at the end of the each quarter for every quarter.

3.12. Spare parts

Bidder will make the spare parts for the systems available for a minimum period of five years from the time of acceptance of the system. Thereafter, bidder will give at least twelve months notice prior to discontinuation of support services, so that Bank of Maharashtra may order its requirements of the spares, if it so desires. If any of the peripherals, components like Memory, power adapter, battery etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required,



the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to Bank of Maharashtra.

3.13. Liquidated Damages

If there is a delay by the bidder in the delivery of the Servers and Third Party Software as will be mentioned in the purchase order, the bidder will be liable to pay a sum of 1% (one percent) of the order value per site per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. In case the complete delivery is delayed beyond the scheduled delivery date, Bank of Maharashtra reserves the right to cancel the contract and return the partially delivered equipment, if any, at the cost of the bidder. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value.

3.14. Penalty for delay

For any delay in installation and commissioning of the Servers, Hardware and Third Party software, Bank of Maharashtra will charge penalty @ 0.5% of the order value per site per week or part thereof. Total of such penalty mentioned under the clause 3.14 and 3.15 put together shall be subject to maximum of 10 percent of the total order value.

3.15. Penalty for downtime

Any Server that is reported to be down by 3.00 p.m. on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) latest by 12 noon on the next day.

In case bidder fails to meet the above standards of maintenance, Bank will impose penalty of Rs. 1000/- per day.

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

3.16. Failure

If during the warranty period, any Server has a failure on four or more occasions in a quarter, it shall be replaced by equivalent new Server by the bidder at no cost to Bank of Maharashtra including installation of third party software /other software.

3.17. Indemnity

Bidder shall indemnify, protect and save Bank of Maharashtra against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from



infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware / software / network equipment etc. supplied by him.

3.18. Publicity

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

3.19. Application software and Drivers

The bidder will install the operating software, CHI and third party software and drivers on the systems. It is bidder's responsibility to co-ordinate with M/s NCR Ltd. to ensure the smooth installation of CHI & third party software at no extra costs to the bank

3.20. Guarantees

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

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

3.21. Force Majeure

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

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

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



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

3.22. Resolution of Disputes

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

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

3.23. Non Disclosure Agreement

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

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

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

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

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



4. Schedule of Items Required :

SR. No.	Description	Quantity
1	CHI Servers with 3 years comprehensive warranty as per technical specifications given in Annexure A below with 2 years AMC	2 Nos.
2	HSM cards- PCI 7000 v5.0 HSM with 3 years comprehensive Warranty with 2 years AMC	2 Nos.
3	Luna backup remote HSM with 3 years comprehensive Warranty with 2 years AMC	1 No
4	Third Party Software bundled with 3 years comprehensive warranty as per specifications given in Annexure B below with 2 years AMC	1 No.



5. Technical Specifications:-

5.1. Annexure A:- Technical Specifications (CHI Servers)

Item	Configuration	Compliance with Bank's requirements
Dual Intel Pentium Xeon Processor E5-2637	2C, 5M Cache, 3.00Ghz, 8.00 GT/s Intel QPI	
Memory	24GB (DDR3, 1600 MHz)	
SCSI RAID Enabled Backplane (or external SCSI/SAN Fiber Connect) Disk Drive Specification(RAID 1 on separate disk Spindles/SAN Volumes)	15K RPM	
Disk 1 in Raid 1 (2 disks) - C Drive	80 GB	
Disk 2 in Raid 1 (2 disks) - D Drive	180 GB	
Disk 3 in Raid 1 (2 disks) - E Drive - F Drive	40 GB 20 GB	
Disk 4 in Raid 1 (2 disks) - G Drive - K Drive	20 GB 60 GB	
LUNA PCI E 7000 HSM from Safenet Inc	1	
Windows 2012 downgraded to Windows 2008 R2 (64 bit) Standard edition with 5 User CALs	Windows 2008 (64 bit)	

5.2. Annexure B - Specification for Third Party Software Bundle

Sr.No.	Software	Version	Quantity	Compliance with Bank's Requirements
1	IBM WebSphere Application server – Standard/Express edition 8.0 (Edition and 280 PVUs as per the CHI specifications document V-2.0 released by NPCI)	8.0	1	
2	Netal SL4NT Logger (3.2)	3.2	2	
3	IPSwitch WSFTP Server (7.5.1)	7.5.1	2	
4	Oracle standard edition 64 bit 11.2 – 5 named user licenses	11.2	2	
5	CD Creator – Roxio or similar		2	
6	IPSwitch WS FTP professional 2006		2	
7	Crystal Reports (11.0)	11.0	2	
8	JRE (1.5)	1.5	2	
9	MDAC (2.8) (freeware)	2.8	2	
10	MSXML (4.0) (freeware)	4.0	2	
11	PERL (5.6) (freeware)	5.6	2	
12	Adobe Reader (10.0) (freeware)	10.0	2	
13	Oracle Client – 32 bit (11.2)(This is part of Oracle software)	11.2	2	

Date :

Signature of Authorised Official with Seal



5.3. Annexure C – Checklist for Product Documentation

Note:

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

5.4. Schedule I – Documentation to be provided.

SI	Description	QTY	Documentation provided (Yes/No)
1	CHI servers as per technical specifications given in Annexure A above	2 Nos.	
2	HSM cards- PCI 7000 v5.0 HSM with 3 year Warranty	2 Nos.	
3	Luna backup remote HSM with 3 year Warranty	1 No	
4	Third Party Software bundled as per specifications given in Annexure B above	1 No.	



6. Annexure D - Tender offer cover letter

Date: _____ 2014

Tender Reference No.: _____

To:

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

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

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

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

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

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

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

Dated this _____ day of _____ 2014

Signature: _____

(In the Capacity of :) _____

Duly authorized to sign the tender offer for and on behalf of



7. Annexure E – Details of the Bidder

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

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) 2011-12 2012-13 2013-14	
9.	Profit of the company (not of group) 2009-10 2010-11 2011-12 2012-13 2013-14	
10.	Sales Tax Number	
11.	Income Tax Number	
12.	Whether direct manufacturer or authorized dealers/agent	
13.	Name and Address of manufacturer of Servers	
14.	Location of Manufacturing facility	
15.	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	
16.	Brief Description of after sales service facilities available with the bidder Please fill up Annexure G also.	
17.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	



8. Annexure F – Manufacturer’s Authorization Form (MAF)

No. _____ dated _____

TO

Dear Sir,

Tender Reference No. _____

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

We confirm that our company (as a single unit, not the group) has net sales turnover exceeding Rs 50.00 crores each in last three financial years (i.e. 2011-12, 2012-13 and 2013-14). We also confirm that we have made profit _____ financial year, our company has made a net profit after tax.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm.

Yours faithfully,
(Name)

for and on behalf of

M/s _____
(Name of manufactures)

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



9. Annexure G - Details of Track Record (Past Installations)

Name of the Vendor _____

Name of the Client	CHI Servers & Third Party software Installation & commission		Date of completion of delivery as per contract as well as Actual		Contact person • Name • Tel. No. • Fax No. • Address	Total Amount of Order
	Make, Model	Qty	As per contract	Actual		

Date: _____

Place: _____



10. Annexure H - Details of Service Centers

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



11. Annexure J - Bill of Materials

Schedule of Items

Schedule I – CHI Servers & Third Party Software

Sl.	Item	Quantity	Unit Price	Total Price
1	CHI servers as per technical specifications given in Annexure A para 5.1 above with Comprehensive three years warranty	2		
2	HSM cards- PCI 7000 v5.0 HSM with three years Warranty	2		
3	Luna backup remote HSM with three years Warranty	1		
4	Third Party Software Bundle with three years warranty as given in Annexure B para 5.2 above	1		
	TOTAL			

Schedule II – AMC

Sl.	Item	Quantity	Unit Price	Total Price
1	CHI servers			
	4 th Year AMC Charges	2		
	5 th Year AMC Charges	2		
2	HSM cards- PCI 7000 v5.0 HSM			
	4 th Year AMC Charges	2		
	5 th Year AMC Charges	2		
3	Luna backup remote HSM			
	4 th Year AMC Charges	1		
	5 th Year AMC Charges	1		
4	Third Party Software Bundle			
	4 th Year AMC Charges	1		
	5 th Year AMC Charges	1		
	TOTAL			

Schedule –III TCO for L1:

For arriving at the TCO, the following table will be considered:

Sl.	Particulars	Amount in Actual Rupees
1	Total of Schedule –I	
2	Total of Schedule – II (AMC)	
3	TOTAL COST 1 + 2	

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



12. Annexure K : FORMAT FOR PRE BID QUERIES

A) Queries Related to RFP

RFP : 222014	CHI Servers, HSM Cards & Third Party Software				
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

B) General queries Related to RFP

RFP : 222014	CHI Servers, HSM Cards & Third Party Software	
BIDDERS NAME		
Sr. No.	General Query related to RFP	Comment / Suggestions



13. Annexure L - Performa for the Bank Guarantee for Earnest Money

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:
Date
Period of Bank Guarantee: Valid upto
Amount of Bank Guarantee: Rs.

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

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

1. Whereas the Beneficiary had invited tenders for supply, installation, commissioning of CHI Servers at various locations vide tender No 222014 dated _____.
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 2 lakh (Rs. Two Lakh only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s XYZ & Co.Ltd. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of 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.XYZ & Co. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. 2 lakh (Rupees Two lakh only) payable by the said Contractor/s under the said Contract.

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



contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

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

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

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

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

Notwithstanding anything contained herein:

- The liability of the Bank under this Bank Guarantee shall not exceed Rs._____. (Rupees _____).
- This Bank Guarantee shall be valid up to _____.
- Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before _____ (date of expiry of the Guarantee).

IN WITNESS WHEREOF the Bank has put its seal the day and year first hereinabove written.

Signed, sealed and delivered by Mr.....

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



14. Annexure- M :- Compliance:

A- Technical Specifications (CHI Servers and HSM Card)

Item	Configuration	Compliance with Bank's requirement (Yes/No)
Dual Intel Pentium Xeon Processor E5-2637	2C, 5M Cache, 3.00Ghz, 8.00 GT/s Intel QPI	
Memory	24GB (DDR3, 1600 MHz)	
SCSI RAID Enabled Backplane (or external SCSI/SAN Fiber Connect) Disk Drive Specification(RAID 1 on separate disk Spindles/SAN Volumes)	15K RPM	
Disk 1 in Raid 1 (2 disks)	80 GB	
Disk 2 in Raid 1 (2 disks)	180 GB	
Disk 3 in Raid 1 (2 disks)	40 GB 20 GB	
Disk 4 in Raid 1 (2 disks)	20 GB 60 GB	
LUNA PCI E 7000 HSM from Safenet Inc	1	
Windows 2012 with downgraded to Windows 2008 R2 (64 bit) Standard edition with appropriate CALs to handle the users within the Bank	Windows 2008 (64 bit)	

B- Third Party Software bundle

Sr.No.	Software	Version	Quantity	Compliance with Bank's Requirements (Yes/No)
1	IBM WebSphere Application server – Standard/Express edition 8.0 (Edition and 280 PVUs as per the CHI specifications document V-2.0 released by NPCI)	8.0	1	
2	Netal SL4NT Logger (3.2)	3.2	2	
3	IPSwitch WSFTP Server (7.5.1)	7.5.1	2	
4	Oracle standard edition 64 bit 11.2 – 5 named user licenses	11.2	2	
5	CD Creator – Roxio or similar		2	
6	IPSwitch WS FTP professional 2006		2	
7	Crystal Reports (11.0)	11.0	2	
8	JRE (1.5)	1.5	2	
9	MDAC (2.8) (freeware)	2.8	2	
10	MSXML (4.0) (freeware)	4.0	2	
11	PERL (5.6) (freeware)	5.6	2	
12	Adobe Reader (10.0) (freeware)	10.0	2	
13	Oracle Client – 32 bit (11.2)(This is part of Oracle software)	11.2	2	



15. Annexure N – FORMAT A - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 222014

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 222014 for the Servers procurement.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
11. Please note that BANK OF MAHARASHTRA may consider 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:

Place:

Stamp:
Date:

Organization:

Signature: