

Bank of Maharashtra
(One Family... One Bank... Mahabank)

Request for Proposal
for Co-Hosting Space for Data Center in
Hyderabad

TENDER REFERENCE # RFP – 06/2022-23

Head Office, 'LOKMANGAL'
1501, Shivajinagar, Pune – 411 005

COST OF TENDER DOCUMENT: Rs. 29,500/- (Inclusive of GST)

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 SP/Service Provider/Recipient.
3. RFP means the Request for Proposal no 06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad
4. CBS means Core Banking Solution implemented in the Bank
5. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'
6. Bidder/Respondent/Vendor/Supplier/Contractor/ Service Provider/Recipient. – signifies those who purchase this tender document and submits Response to it.
7. DC means Data Centre
8. DR/DRC/DRS means Disaster Recovery Site
9. NS/NLS means Near Site
10. DB means Database
11. PSB – Public Sector Bank
12. NSIC – National Small Industries Corporation Limited
13. AM Approach and Methodology
14. AMC Annual Maintenance Contract
15. APT Advanced Persistent Threat
16. ATM Automated teller machine
17. ATS Annual Technical Support
18. BC Business Continuity
19. BOM Bill of Materials
20. BRS Business Requirement Specification
21. CB Commercial Bid
22. CBS Core Banking Solution
23. CD Compact Disk
24. CPC Common Point of Compromise
25. DB Database
26. DC Data Centre
27. DLA Device Level audit
28. DR Disaster Recovery
29. DR Disaster Recovery
30. EMD Earnest Money Deposit
31. FM Facility Management
32. FR Functional Requirements
33. GST Good Services Tax
34. GUI Graphical User Interface
35. HA High Availability
36. HO Head Office
37. HRMS Integrated Human Resource Management System
38. IACS Integrated Audit & Compliance Software
39. IRM Integrated Risk Management
40. IS Information System
41. ISO international standards organization
42. IT Information Technology
43. MO Management Organization
44. MS SQL Microsoft structured query language
45. NBFC Non-Banking Financial Company
46. NDA Non-Disclosure Agreement
47. OEM Original Equipment Manufacturer
48. OS Operating System
49. OSD Original Software Developer
50. OPD Original Platform Developer

51. PB	Project Demonstration & Bid Presentation
52. PBG	Performance Bank Guarantee
53. PO	Purchase Order
54. PoP	Point of Presence
55. POS	Point of Sales
56. PSU	Public Sector Undertaking
57. RBI	Reserve Bank of India
58. RCA	Root cause analysis
59. RFP	Request for Proposal
60. RPO	Recovery point objective
61. RRB	Regional Rural Bank
62. RTGS	Real Time Gross Settlement
63. RTO	Recovery Time objective
64. SAN	Storage Area Network
65. SCB	Scheduled Commercial Bank
66. SEBI	Securities Exchange Board of India
67. SI	System Integrator
68. SLA	Service Level Agreement
69. SOP	Standard Operating Procedures
70. SRS	System Requirement Specification
71. T&D	Training and Development
72. TB	Technical Bid
73. TCO	Total Cost of Ownership
74. TR	Technical Requirements
75. UAT	User Acceptance Testing
76. UPI	Unified Payment Interface
77. VA	vulnerability assessment
78. ZO	Zonal Office

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

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1. INTRODUCTION

About Bank

Bank of Maharashtra is a nationalized bank with a standing of 87 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office.

The Bank has 2000 branches/offices across the length and breadth of the country. In the state of Maharashtra, the Bank has 1100+ branch offices, the largest network of branches by any Public Sector Bank in a state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of the Bank are networked and under Core Banking Solution.

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

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

CURRENT HIGH LEVEL TECHNOLOGY ENVIRONMENT

Bank has 100% of its branches on Core Banking Solution – B@ncs24 (TCS). Bank has also implemented or is in the process of implementing a range of customer centric and other solutions which are as follows:

- ▶ Full suite of Core Banking Solution including Deposits, Advances and Trade Finance
- ▶ Payment systems like NEFT, RTGS, SWIFT, CTS, etc.
- ▶ Anti-Money Laundering solution
- ▶ Alternate delivery channels like ATM, Mobile Banking, UPI, Internet Banking
- ▶ Cyber Security Operations Centre
- ▶ Automated Data Flow
- ▶ Own ATM Switch & 1900+ ATMs
- ▶ A Two Factor Authentication Solution 'Mahasecure' for Internet Banking
- ▶ Mail Messaging system
- ▶ Loan Life Cycle Management System
- ▶ Early Warning System

The Bank has implemented Core Banking Solution, Forex & Trade Finance, Anti-Money Laundering (AML), Internet Banking, General Ledger, FTP etc

The Bank has already deployed various IT applications / products like Core Banking, Internet Banking, Mobile Banking, Own ATM Switch with 1900+ ATMs, RTGS / NEFT, Security Operations Centre, Automated Data Flow, Mahasecure, Mahamobile, LLMS, EWS etc. In addition to the traditional Banking applications. the bank proposes to implement several new IT projects on an ongoing basis depending on their needs and the changing technology and regulatory environment.

1.1 Project Overview

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

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

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee, mentioned in the important information regarding bid submission

2. INVITATION FOR TENDER OFFERS

Bank invites sealed tender offers (Technical bid and masked Commercial bid) from eligible, reputed manufacturers and / or authorized dealers for 06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad as specified in Schedules of Requirement.

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.29,500/- (Rs. Twenty Nine Thousand Five Hundred only) by demand draft / bankers cheque/NEFT/ in favor of Bank of Maharashtra and payable at Pune.

The details for NEFT/UPI shall be shared with bidders on specific request through email.

Bid Collection and Submission Calendar

Tender number	Reference	06/2022-23
Price of Tender Copy		Rs.25,000/- + Rs.4,500/- (GST) = Rs.29,500/-
Date of commencement of sale of tender document		19.07.2022
Queries to be mailed by		25.07.2022 upto 16:00 hours
Queries to be mailed to		tendershoit@mahabank.co.in drcm@mahabank.co.in
Pre-Bid meeting with Bidders		28.07.2022 at 15:00 hours (Online Mode)
Last Date and Time for receipts of tender offers		22.08.2022 up to 15:00 hours
Time and Date of Opening of technical bids		22.08.2022 up to 16:00 hours

Tender number	Reference	06/2022-23
Place of Opening tender offers		Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005
Date of opening of commercial bids		Will be informed to Technically qualified bidders separately
Address of Communication		Deputy General Manger IT Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005 dgmitd@mahabank.co.in Phone: 020-25614498
Earnest Money Deposit		Ten Lakhs Rupees INR
Contact Telephone Numbers		Phone: 020 – 25614527 , 020 - 25614498
Website		https://www.bankofmaharashtra.in/tenders

- **If any of the above dates fall on holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be next working of the Bank.**

*Tender copy price is compulsory to participate in bid process. Bidders have to purchase tender document to participate in pre-bid meeting. Procurements for MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time.

Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre bid meeting on above date and time at Bank of Maharashtra, Head Office, Pune (in case of exigency, Bank may conduct Pre-bid meeting through Alternate online channel).

In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. However, in order to participate in the pre-bid meeting, that tender document must be purchased by the prospective bidder.

RFP will be sold only to those bidders who sign an NDA (Rs. 100/- Stamp Paper) assuring protection of the proprietary details of the bank contained in the RFP document. The NDA format to be signed is available under this RFP tender section on Bank Website.

In case of bidders registered with The National Small Industries Corporation Limited (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme (Please refer to **Annexure 1**).

Tender Document Cost can be remitted to following account for online mode of payments:

Bank Account No: 60058099506
Account Name: BANK OF MAHARASHTRA I.T. PAYMENTS

Bank IFCS Code: MAHB0000043
Branch name: Shivaji Nagar Branch
Branch Code: 0043
Branch address: Shivaji Nagar Pune.

The RFP document may be obtained by providing transaction reference no & signed NDA document (available under this RFP tender section on Bank Website) over mail to the following email ids:

1. tendershoit@mahabank.co.in
2. drcm@mahabank.co.in

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 or other documents. It should be in separate cover to be handed over to the department. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.

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

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

**General Manager
Information Technology**

3. INSTRUCTIONS TO BIDDERS

3.1. Two Bid System Tender

The Technical Bid and Commercial bid must be submitted at the same time in **sealed envelopes**, giving full particulars, at the Bank's address given below, on or before the schedule date given in this document. All envelopes should be securely sealed and stamped.

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 manner.

Bank's address
Bank of Maharashtra Information Technology Department, "Lokmangal", 1501, Shivajinagar, Pune – 411005

Following officers have been authorized to accept the tender documents

Shri. Keshav M, Sr. Manager- Head Office Pune

email ID: keshav.metkar@mahabank.co.in , Phone : 020-25614527

Shri Nishant Rai, Manager- Head office Pune

email ID: nishant.raai@mahabank.co.in ,Phone : 020-25614527

Shri Siva Devera, Manager- Head office Pune

email ID: Siva.Devera@mahabank.co.in , Phone : 020-25614352

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 2 of this document**. 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. **A photo copy of original Commercial offers 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 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.

ENVELOPE-III (Bid Security):

Bidders are required to submit Bid Security/EMD.

3.2. 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.

3.3. Soft Copy of Tender document

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

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs. 29,500/- by way of a demand draft in favor of Bank of Maharashtra payable at Pune while submitting the bid.

3.4. Non-transferable Tender

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

3.5. Offer validity Period

The offer should hold good for a period of 180 days from the date of tender submission.

3.6. Address of Communication

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

The Deputy General Manager
 Information Technology Department, 3rd Floor

Bank of Maharashtra, Head Office,
 "Lokmangal" 1501, Shivaji Nagar, Pune – 411005

Emails:

1. tendershoit@mahabank.co.in
2. drcm@mahabank.co.in

3.7. Pre-Bid Meeting

For the purpose of 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 preferably **through online mode**. The queries of all the bidders should reach us in writing or over e-mail on or before on the address as mentioned above. The queries shall be submitted in forms given under **Annexure 3**.

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.

For any clarification with respect to this RFP, the bidder may send an email to tendershoit@mahabank.co.in, drcm@mahabank.co.in.

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

Pre-bid meeting through Virtual/Online Mode: Considering the prevailing COVID situation Bank may hold the pre-bid meeting in virtual/online mode through video conferencing/virtual meeting solutions e.g. Microsoft teams/Google Meet/Cisco Webex etc. The details of the meeting shall be shared only with the bidders who will submit their queries in prescribed format through mail to the designated mail ids and who have paid the required tender fee or eligible for exempted from tender fee as per MSEs procurement Policy guidelines issue by Govt. of India

Those bidders who have purchased the Tender Document will be allowed to attend the Pre-Bid Meeting.

3.8. Rejection of Bids

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

3.9. Opening of Offers by Bank

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 in this regard be brought for verification.

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.

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

3.10. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

a) Eligibility Criteria Evaluation:

Bank will first scrutinize the eligibility of the bidders as per “qualification criteria” section mentioned in the RFP based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation.

b) Technical Evaluation:

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

1. Bidder's financial stability
2. Methodology/Approach proposed for accomplishing the proposed project.
3. Professional qualifications and experience of the key staff proposed/ identified for this assignment.
4. Prior experience of the bidder in undertaking projects of similar nature.
5. Activities / tasks, project planning, resource planning, effort estimate etc.

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

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

The proposal submitted by the bidders shall, therefore, be evaluated as per Technical Evaluation process are given in **Annexure B**

c) Commercial Evaluation:

Only those bidders who have qualified after Technical evaluation will be eligible for the next stage of evaluation i.e. Commercial Evaluation. Bank reserves the right of selection of bidder either by opening of Commercial Bids of bidders or proceed with

the selection of bidder 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 4** for reference. However, to know the indicative price of the commercial bid, it will be evaluated based on a "Total Cost of Ownership" (TCO) basis.

The Commercial will have to be reported in the format as per Annexure A. Commercial submitted after online reverse auction should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial submitted by the respective bidder post reverse auction. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial 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.

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

The detailed procedure and Business rules for the Reverse auction have been shared in Annexure 4 - Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction. The Reverse Auction will be conducted by the Bank's authorized Reverse auction service provider, the details will be provided during the later stages of tendering process. Specific rules for this particular event viz., date and time, start price, bid decrement value, time allowed to confirm bid duration of event etc. shall be informed by the Bank, well before the event to the participating short listed bidders.

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

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

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

Only following bidders will be considered as eligible for reverse auction who satisfy following conditions:

1. Bidders found eligible as per qualification criteria defined by the bank
2. Bidders scoring 70% or more marks in technical bid evaluation

In case only Two bidder participated in the tender process, reverse auction may not be conducted and the commercial bid submitted by the bidder will be considered. However, Bank's decision will be final in this regard.

d) Reverse Auction

The Bank shall conduct Online Reverse Auction (RA) and the bidders found eligible after technical evaluation will be able to participate in the RA. RA will be on total cost of (A+B) as per the commercial annexure and the price so obtained after closure of Reverse Auction shall be taken into account for Techno-Commercial Evaluation. The required Business Rule document shall be shared with the Technically Qualified Bidders before the start of Reverse Auction. Though Bank has provided details of Reverse Auction Business Rules in this documents, Business document submitted by Bidders before start of RA will be considered as final and binding on all parties. Bidders have to submit final itemized price to the Bank within 24 hours of closure of Reverse Auction process. Bank will appoint a Third Party service Provider for conducting Reverse Auction who will co-ordinate with eligible bidders. Bidders may have to procure digital certificates for participating in online reverse auction and all expenses incurred towards procurement of digital certificate will have to be borne by the bidders. Bidders will have to submit indicative commercials to the RA agency and RA will start with the lowest indicative commercial bid. The bidder with lowest indicative bid will be considered as L1 if no other bidder accepts the start price quoted by such bidder during RA.

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest.

e) Techno Commercial Evaluation:

The Scores will be calculated for all technically qualified bidders using the formula: -

$$S = \left(0.3 \times \frac{C_{\text{Minimum}}}{C_{\text{Quoted}}} \right) + \left(0.7 \times \frac{T_{\text{Obtained}}}{T_{\text{Highest}}} \right)$$

C_{Minimum} – Commercial Score Minimum Quote

C_{Quoted} - Commercial Score Quoted

T_{Highest} – Technical Score Highest Scored

T_{Obtained} - Technical Score Obtained

Technical will carry 70% Weightage and Commercial will carry 30% weight.

The Bidder with Highest Techno Commercial Score (S) shall be declared as Successful bidder (H-1 bidder).

In case of tie-up in Techno commercial evaluation score, the bidder scoring highest technical score will be declared H-1 bidder. The bidder will submit itemized prices as per commercial bid format within 24 hours after closure of Reverse Auction

3.11. Technical Evaluation Criteria

Please refer Annexure B for detailed Technical Evaluation Criteria and scoring methodology

3.12. Online mode of bid submission:

Bank may opt for technical bid submission though online mode. The detailed instructions pertaining to Online mode of bid submission is annexed at **Annexure 5** of this RFP. The confirmation regarding the same shall be notified on Bank's website after Pre- Bid meeting along with reply of Pre-bid queries.

In case of online bid submission bidder shall submit their technical bids by uploading the required document on the portal specified in **Annexure 5** on or before the due date and time. The technical bid submitted via online mode shall be opened by the bank on scheduled date and time.

Non-Disclosure Agreement (NDA) Annexure 6 and duly attested and signed copy of RFP along with corrigendum issued in physical form also.

3.13. 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 bidder 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 brochures/other information etc.

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

1. Index
2. Covering letter. This should be as per **Annexure 7**.
3. Details of the bidder, as per **Annexure 8**.
4. Compliance of eligibility criteria along with support documents in following format.
5. Technical bid with Specifications
6. Project plan and Execution schedule.
7. Approach and Methodology for the proposed scope of work along with illustrative deliverables
8. Details of the similar assignments executed by the bidder during the last two years (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished) Details of Past experiences, as per **Annexure 9**
9. Details of inputs, infrastructure requirements required by the bidder to execute this assignment.
10. Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.
11. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
12. Bid Security/EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
13. **Annexure 10** : Compliance Agreement
14. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
15. All documentary evidence wherever required to be submitted be properly arranged.
16. Copy of the Commercial Bid duly masking the price column.
17. Undertaking of Information Security **Annexure 11**

18. Executive Summary: The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of SP's (Service Provider) organization and position with regards to Datacenter co- hosting services for Banking Sector. A summary of the SP's facilities and services that will be provided as a part of this procurement should follow. A brief description of the unique qualifications of the SP should then be provided followed by a summary on capabilities such as resources and past experience of providing such services. Information provided in the Executive Summary is to be presented in a clear and concise manner.
19. SP shall provide the proposed seating area layout clearly indicating the total space being factored for the dedicated seating area
20. SP shall provide the proposed Server caged area layout clearly showing the placement of the racks in the server caged area along with indicative positioning of the BMS equipment like CCTV cameras, Fire/ smoke detectors, access control system, rodent repellent, etc.
21. Technical Requirements compliance: The Datacenter Solution Features Section of the SP's proposal must consist of a response to the technical requirements in Annexure H. The SP's response must explain the technical specifications wherever required.
22. Other areas that need to be elaborated are:
 - A Facilities provided in Server room and NOC room.
 - B Power Provisioning - Power Supply Systems along with details of the redundancy /backup features,
 - C Precision air conditioning
 - D Security Access
 - E Coverage of Building management system
 - F Others, if any
23. Copy of Bill of material without commercials as per Annexure A – Commercial Bill of material;
24. Queries in the format as given in Annexure 3: Pre-bid Query Format;
25. Annexure 22 conformity with Hardcopy Letter
26. Annexure 23 Conformity Letter
27. Annexure 24 Undertaking on ownership or leased status
28. Compliance to Annexure G - Service Levels
29. Annexure 16 List of Deviations Requested

3.14. Masked Commercial bid

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

3.15. Format for Commercial bid

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

1. Index
2. Covering letter
3. Commercial Bid (as per **Annexure A**). This must contain all price information.
4. A statement that the bidder agrees with Payment terms given in the tender.

The bidder must quote for ALL the items mentioned in Commercial Bid Format and also fill up the TCO for L1 of Annexure A

3.16. 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 offers not adhering to these guidelines as unacceptable.

Bank 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 reserves the right for such waivers

3.17. Location of Project Implementation

This tender is being floated by the Head office of Bank. The Bank currently has existing DRC located in Hyderabad. Bank wants to relocate this DRC facility within Hyderabad. Bank wants to appoint a Service Provider to provide a Tier III Data Center infrastructure to host the Bank’s DRC.

3.18. Contract Period

The period of contract 06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad will be for 5 years from the date of successful go live. The Bank at its sole discretion may enter into the 5-year contract for providing DRC Co Hosting services. Bank may extend the same as per mutually agreed terms based on performance of bidder. However, if the Bank desires, the selected bidder has to provide same support for Application software after expiry of the contract period at mutually agreed terms and will be renewed on a yearly basis.

3.19. Fixed Price

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

3.20. No Negotiation

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

3.21. Short-listing of Bidders

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

3.22. Adoption of 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 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.

Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

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 12** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
6. Integrity Pact in respect 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 from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. In case of joint venture, all the partners of the joint venture should sign the integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP
10. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

Shri. Arun Jha Email – arunjha01@gmail.com	Shri. Umesh Vasant Dhattrak Email - uvdhattrak@gmail.com
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The bidder has to enter into an integrity pact with the Bank to the effect that they will not resort to any corrupt practices in any aspect / stage of the contract. Only those bidders who wish to enter into such a contract with the Bank will be considered for participating in the tender process. Pact to be signed by the authorized signatory at the time of submission of RFP as per **Annexure 12**.

3.23. Preference for Public Procurement (Preference to Make in India):

Guidelines issued as per PPP-MII (Public Procurement (Preference to Make in India), 16th September 2020) by Government of India will be followed for evaluation of the bids.

3.24. Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favour of Bank of Maharashtra and payable at Pune, (valid for 90 days from the due date of the tender) for an amount mentioned in invitation section of this document as Earnest Money Deposit (EMD) along with their offer. 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 by any scheduled commercial bank acceptable to Bank. In case of Bank Guarantee from other than Public sector banks prior permission of Bank is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed as **Annexure 13**. The EMD will not carry any interest.

Unsuccessful Bidders" Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per **Annexure 14 - Letter for Refund of EMD**

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Bank.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- If successful bidder fails to execute the contract/SLA within required time

The EMD will be refunded to

- The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee of amount specified in RFP document valid till the end of assignment period with additional claim period of 6 (Six) months.
- The unsuccessful bidders, only after acceptance of the "Letter of Appointment" by the selected bidder.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

3.25. Commercial

If any of the items/activities as mentioned in the price bid and as mentioned in Annexure A are not taken up by the Bank during the course of this assignment, the Bank will not pay the commercials quoted by the bidder in the Price Bid against such activity/item. The bank shall be paying the commercials, only on actual basis, for which consultancy services have been availed during the contract period. The Bank reserves the right to initiate implementation of any new module or upgrade existing module of proposed solution during the period of contract and the bidder shall provide the services if the Bank so desires at mutually agreed rate. The Bank shall also have the right to cancel any of the items which have been mentioned in the Annexure A.

Description of the envisaged scope is enumerated as part of Section 4 of this RFP; however, the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions. The bidder needs to quote as per the Bill of Materials mentioned in Annexure A.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

3.26. 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.

3.27. No legal relationship

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

3.28. 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.

3.29. Evaluation of offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

3.30. Errors and Omissions

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

3.31. 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.

3.32. 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.

4. SCOPE OF WORK

4.1. Project Objective

"Bank" intends to issue this bid document, hereinafter called RFP, to eligible Service Providers, hereafter called as 'SPs' or 'SP', to participate in the competitive bidding for appointment of SP for Co-hosting the Bank's Disaster Recovery Center (DRC). DRC is the location where Bank will host their equipment that would be required to run Bank's Critical & non- critical applications. The equipment includes servers, storage, network components, backup devices, etc. mounted in racks.

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

The Bank currently has existing DRC located in Hyderabad. Bank wants to relocate this DRC facility within Hyderabad. Bank wants to appoint a Service Provider to provide a Tier III Data Center infrastructure to host the Bank's DRC.

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

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

The detailed Scope of Work is attached in Annexure C – Scope of Work.

5. QUALIFICATION CRITERIA

5.1. Eligibility of the Bidder

5.1.1. Please refer Annexure D for Eligibility Evaluation Criteria

5.1.2. 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.

5.1.3. Note- In line with the contents of Order No. 6/18/2019-PPD (Public Procurement No.1) dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23rd July 2020 for the "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017, Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority. (Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)). For Details please refer Annexure-15 of this RFP document

6. TERMS AND CONDITIONS

6.1. General

The SPs should adhere to the terms of this tender document and would not accept any deviations to the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided in Annexure 16. The Bank reserves its right to not accept such deviations to the tender terms.

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

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

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

6.2. Rules for responding to this tender document

Response document

1. All responses should be in English language. All responses by the SP to this tender document shall be binding on such SP for a period of 180 days from date of tender submission.
2. The technical bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the SP would have the choice to maintain the bid security with the Bank or to withdraw the bid and obtain the security provided. The SP may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the SP subsequent to the closing date and time for submission of the offers.
3. The SP is required to quote for all the components/services mentioned in the Section 6.2 "Project scope" and Section 7 "Detailed Requirements" and all other requirements of this RFP. In case the SP does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details. Based on the Bank's requirements as listed in this document, the SP should identify the best-suited site that would meet the bank's requirements and quote for the same. The SP should not give options to the Bank to select from. The SP shall provide the best option and quote for the same.
4. The offer should specify only a single site for DRC co-hosting, which is cost-effective and meeting the tender document specifications. It is the responsibility of the SP to provide the best suitable solution.

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

6.3. Price Bids

1. The SP is requested to quote in Indian Rupees ('INR'), in the format provided in Annexure A - Commercial Bill of Material. Bids in currencies other than INR would not be considered. The date for reverse auction will be communicated separately to the successful SP post the completion of the eligibility and technical evaluation.
2. The prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from the date of bid submission.
3. The price quoted by the SP should be inclusive of all taxes, duties, levies, etc. except GST. GST will be paid at actuals. There will be no price escalation during the contract period and any extension thereafter.
4. If the SP makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
5. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected SP will be final and binding on the SP and no interest will

be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the SP should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the SP”. Bidder should ensure that the project should not suffer for any reason.

6.4. Price Comparisons

1. The Bank will consider the Total Cost of Ownership (TCO) over a five-year period. The optional (if requested in RFP) items would also be considered in the TCO.
2. The Bank, may decide to choose to avail the optional items at any point during the contract on the same cost.
3. For comparison purposes the Bank will consider the Optional (if requested in RFP) Items as well.
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 SP in accordance with the terms and conditions of the contract. GST will be paid at actuals
5. The SP must provide and quote for all the services as desired by the Bank as mentioned in this tender document.
6. Responses to this tender document should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a SP shall not result in any claim whatsoever against the bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
7. The site will be deemed accepted only when all the facilities are in place and in working condition as per Bank’s requirement.
8. By submitting a proposal, the SP agrees to promptly contract with the Bank for any work awarded to the SP. Failure on the part of the awarded SP to execute a valid contract with the Bank will relieve the Bank of any obligation to the SP, and a different SP may be selected.
9. Any additional or different terms and conditions proposed by the SP would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
10. The SP must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the SP’s performance and may lead to order cancellation.
11. The SP represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, of providing Co-Hosting Services. The SP also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the SP of responsibility for the performance of all provisions and terms and conditions of this tender document, the SP should fulfill all the terms and conditions of this tender document.
12. The SP represents that the proposed site infrastructure and its documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The SP further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the proposed site infrastructure and shall be

prepared and maintained in accordance with the highest industry data center standards. The SP represents and undertakes to obtain and maintain validity throughout the contract, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the SP for performance of the obligations of the SP. The SP further undertakes to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the SP.

13. All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the SP. The Bank shall not be responsible for any judgments made by the SP with respect to any aspect of the Service. The SP shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for site availability etc. as mentioned in this tender document.
14. The SP covenants and represents the following: It is duly incorporated, validly existing and in good standing under as per the laws of the state in which SP 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 SP 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 SP is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by SP:

- ▶ 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 SP in this Agreement, and no document furnished or to be furnished to the SP 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 SP and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- ▶ The SP undertakes to provide appropriate human as well as other resources required, to provide the requirement for Bank's Disaster Recovery Center as part of the contract, from time to time.
- ▶ The Bank would not return the bid documents to the SPs

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

Changes to the tender document

1. This tender document may undergo change by either additions or deletions or modifications before last date of bid submission. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The bank will inform all SPs about changes, if any.
2. The Bank may revise any part of the tender document, by providing a written addendum to all short-listed Bidders at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date.
3. The Bank reserves the right to extend the dates for submission of responses to this document.
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 spoc's as mentioned in section 9.4 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 3 of this document. Responses to inquiries and any other corrections and amendments will be distributed to all the Bidders in the form of electronic mail or hardcopy or updated on the Bank's website or newspaper journals; the preference for distribution would be with the Bank. The SP, who posed the question, will remain anonymous.
5. Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all SPs and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.
6. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any SP, Erasures or Alterations and / or to listen to any representations.
7. Details of Sub-contracts, as applicable – If required by the Bank, SPs should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the SP, the SP shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the SP to perform its obligations. The SP shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
8. If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the SP will have to submit the clarification within 3 days from the day it was conveyed to the SP regarding the same.
9. Bidder shall inform their readiness for the pre-commissioning inspection at least 15 days in advance. All reasonable facilities, tools and assistance including access to drawings should be provided to the Bank's officials and their consultants during inspection. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants if the site offered for

- inspection is not as per Bank's requirement or the conditions are not complied with. The site should be ready for inspection as per the stipulated timelines in this tender. If the SP fails to intimate the date of inspection as per the timelines stipulated in this tender, it will be treated as a breach of contract and the Bank reserves the right to levy penalty, as specified in Section 6.32 and 6.33.
10. The site will not be accepted as complete if any facility as required is not available or not up to the standards projected by SP in their response and the requirement of this tender.
 11. There will be an acceptance inspection by the Bank or its nominated consultants for the site. In case of discrepancy in facilities provided, the Bank reserves the right to cancel the entire purchase contract. The inspection will be arranged by the SP at the sites in the presence of the officials of the Bank and / or its consultants. The contract tenure for the site will commence after acceptance of the site by the Bank. The inspection will involve checking of the facilities – like access control, caging, electrical cabling, precision AC, power supply systems, electrical system, no. of points, seating space, BMS components and tools etc. There shall not be any additional charges for carrying out this inspection. The Bank will take over the site on satisfactory completion of the above inspection. The Installation cum Acceptance Test & Check certificates jointly signed by SP's representative and Bank's official or any consultant / auditor appointed by the Bank should be received at IT Department, Pune along with invoice etc. for scrutiny before taking up the request for consideration of payment.
 12. The SP is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The SP shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. SP shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by SP and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the SP, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of SP shall be paid by SP alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of SP's employee, agents, contractors, and subcontractors.
 13. The Bank will scrutinize the technical bill of material and conformity to the requirements as specified in the RFP. As part of this process the Bank will try and normalize to the extent possible technical requirements and comparisons to the extent possible between Bidders. In the event of major deviations in the technical bids submitted by the SP the Bank may choose to provide for a re-pricing option to all the technically short-listed SP's. The SP agrees that it has no reservations with this process.

6.5. Acceptance of the Site

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

6.6. Visitorial Rights

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

6.7. Inspection of records

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

6.8. 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.

6.9. Costs & Currency

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

1. Cost for implementation and maintenance of solutions as per Scope
2. All taxes and levies excluding GST.

6.10. Right to Alter Scope

Bank reserves the right to alter the proposed scope at any time before finalizing the bidder.

6.11. 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.

6.12. Performance Bank Guarantee (3%)

The successful bidder should furnish a Performance Bank Guarantee to the extent of 3 % of the value of the contract within 30 days of the date of receipt of the purchase order/Indent. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 6 months. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract. The limit of PBG of 3 % is as per guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division (No. F.9/4/2020-PPD) dated 30th December 2021 which are applicable to all tenders/ contracts issued/ concluded till 31st March 2023. If the tenders/ contracts is not issued/ concluded till 31st March 2023, as per revised guidelines of GOI (if any) will be applicable with regards to PBG. In absence of any guidelines from GOI, the limit of PBG will be 10 %.

6.13. Payment Terms

The payment terms for the project would be as per Annexure E

6.14. Project Timelines

The Bidder is expected to adhere the timelines stipulated in Annexure F.

6.15. IT Act

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

The Successful bidder shall indemnify, protect and save the 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 2000 / Amendment 2008 and subsequent amendment or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

6.16. Aadhaar ACT

The successful bidder must comply with Aadhar Act 2016 and the subsequent amendments as applicable to the products/services.

6.17. ISMS Framework

The bidder shall abide by the ISMS framework of the Bank. Bidder shall abide by the ISMS policy and any other policy and subsequent procedures of the Bank. The details related to ISMS framework shall be shared with successful bidder based on the project needs.

6.18. 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 in the scope of 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 software provided by bidder 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.

6.19. Supplier BCP

Bidder shall maintain business continuity, as per agreed business continuity plan.

6.20. Assignment

The scope of work / services mentioned in this RFP or subsequent agreement shall not be assigned either fully or in part by the Bidder to any third party without the prior written consent of Bank. Bank may at any time in whole or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of Bidder.

6.21. Subcontracting

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

6.22. Protection of Reputation

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the bidder against its services. bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice

6.23. Cancellation of Contract and Compensation

The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

6.24. Exit Option & Service Continuity/Contract Re-negotiation

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 30 days of receipt of purchase order by the Bank;

- 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 services required under RFP 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. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
 4. On expiry of initial contract of 5 years, Bank reserves the 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 the time of renewal of contract. The bidder shall continue to provide the existing services till re-negotiation is completed or alternate arrangement is made by the bank, with same terms and conditions or mutually agreed by the bank and bidder.
 5. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
 6. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder 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 Bidder's Intellectual Property Rights of this Agreement.
 7. In addition to the cancellation of the contract, the bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. Further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder.
 8. The reverse transition services to be provided by the Bidder shall include the following:
 - a. The Bidder shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the DRC.
 - b. Bidder shall provide adequate documentation thereof.
 - c. The Bidder shall jointly manage the data center with the bank or designated team for a reasonable period of time.

- d. The Bidder shall assist the bank in relocation of disaster recovery site facility, if desired by the bank.
9. The cost for reverse transition if any should be part of the commercial offer.
10. During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new Bidder to take over and continue to manage the services. The bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exist of the parties.
11. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
12. The Bank and the bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
13. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected Bidders as would be required in the event of the shifting of the site.
14. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder should perform a reverse transition mechanism to the Bank or its selected Bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / Bidder nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of Bidders Bank will nominate a bidder who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services.

6.25. Intellectual Property Rights

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

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

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

Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in

any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.

6.26. Corrupt & Fraudulent Practices

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

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

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

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

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

6.27. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank’s interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

6.28. Violation of Terms

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

6.29. Termination

- 1 The Bank shall be entitled to terminate the agreement with the bidder at any time by giving six months' prior written notice to the bidder without assigning any reason.
- 2 The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - b. The bidder
 - (i) has a winding up order made against it; or
 - (ii) has a receiver appointed over all or substantial assets; or
 - (iii) is or becomes unable to pay its debts as they become due; or
 - (iv) enters into any arrangement or composition with or for the benefit of its creditors; or
 - (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- 3 The bidder shall have right to terminate only in the event of winding up of the Bank.
- 4 The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.

6.30. Effect of Termination

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

6.31. Service Level Agreement

1. The selected bidder should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and

- (b) Non-disclosure Agreement (NDA). The selected bidder should execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order/Letter of Intent.
2. The bidder needs to strictly adhere to Service Level requirements defined in Annexure G

6.32. Penalties and delays in Bidder's performance.

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

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

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

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

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

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

6.33. Liquidated Damages

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

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

- ▶ Non-delivery of any component or other services mentioned in the order
- ▶ Non-delivery of supporting documentation

- ▶ Delivery/Availability, but no installation of the components and/or software
- ▶ Ill-integration
- ▶ System operational, but unsatisfactory to the Bank

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

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

Any deliverable has not been implemented or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract

The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.

Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.

Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.

6.34. Indemnity

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

(i) an act or omission of Bidder , its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,

(ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder ,

(iii) use of the allocated site and or facility provided by Bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under clause 6.38 Limitation of Liability of the RFP

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

(v) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 6.38 Limitation of Liability of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment/s at all points of time, provided however

(i) the Bank notifies Bidder in writing immediately on aware of such claim,

(ii) Bidder has sole control of defense and all related settlement negotiations,

(iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and

(iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

The Successful Bidder shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing, misconduct, fraud, misbehavior or violations of any laws committed by Bidder or its employees/ agents/ persons employed by third parties. Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.

Successful Bidder shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;

1. 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 IT Act 2000.
2. The breach by the Bidder of any of its obligations under Confidentiality,
3. Non-compliance of Bidder with Laws / Governmental Requirements
4. IP Infringement
5. Negligence and misconduct of bidder, its employees, and agents
6. Breach of any terms of agreement document or Representation made by Bidder.
7. Act or omission in performance of service.
8. Loss of data due to bidder provided facility.

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

loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

6.35. Force Majeure

“Neither Party” will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, epidemic, pandemic, flood, fire and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than Fifteen (15) consecutive days then bank may have the option to terminate the Agreement upon written notice of such termination to the other party.”

6.36. Resolution of Disputes

All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. In case of non- settlement, the higher authorities of both the parties will intervene and negotiate amicably. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification/amendments thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

6.37. 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 bidder from unauthorized disclosure or access. (Refer annexure)

Non-Disclosure Agreement to be signed by the authorized signatory at the time of submission of RFP as per Annexure 6.

6.38. Limitation of Liability

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

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

1. "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.

2. "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

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 bidder as part of procurement under the RFP.

Under no circumstances Bank of shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank 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, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

6.39. Confidentiality

This document contains information confidential and proprietary to Bank. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal action against the Bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the consultancy services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of Bank. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited

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

6.40. Severability

- I. If any of the provisions of this RFP may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable.
- II. In the event any court or other government authority shall determine any provisions in this RFP is so amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.

In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

6.41. Delays in Design, Implementation and Performance Guarantee.

The final short listed bidder should submit a performance guarantee valid for contract period from the date of signing the contract with additional claim period of six months after expiry of validity period.

The Bidder must strictly adhere to the project timeline schedule, for each assignment for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following at sole discretion of the bank.

- (a) Claiming Liquidated Damages
- (b) Termination of the agreement fully or partly

In addition to the termination of the agreement, Bank reserves the right to appropriate the damages by invoking the performance guarantee.

6.42. 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 Bank.

6.43. Privacy and Security Safeguards

The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation 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 successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

6.44. Adherence to Terms and Conditions:

The bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

6.45. Other Terms and Conditions:

1. Bank reserves the right to:

- Reject any and all responses received in response to the RFP
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time
- Extend the time for submission of all proposals
- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- Interview the personnel being deployed on the project

2. **Substitution of Project Team Members:** During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise.

3. **Professionalism:** The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

4. **Adherence to Standards:** The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities
5. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the bidder.
6. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.
7. **EXPENSES :** It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the “Agreed Professional Fee”.
8. The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank.
9. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.
10. The bidder is expected to quote for the prices of the services exclusive of applicable taxes like GST etc. as on the date of bid submission. The amount of applicable taxes should be given in the commercial as extra. Any upward / downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.

6.46. Timeframe

The timeframe for the overall selection process will be as mentioned in this RFP in section 3:” Invitation to the Tender”

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

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

6.47. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

6.48. Applicable Law and Jurisdiction of Court

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Pune (with the exclusion of all other Courts).

6.49. No Employer-Employee Relationship

This agreement is on a Principal to Principal basis and does not relate any employer – employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractor or subcontractor or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

6.50. Minimum Wages

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.

The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

6.51. Service Continuity

The bidder recognizes that all the services under this Agreement are vital to the Bank and bidder agrees to provide continued services rendered by bidder and or its OEM partners till the renewal of the contract after the contract expiration or until any other alternate solution is implemented.

The bidder shall be reimbursed for the service rendered for the period after the contract expiration at a fee not to exceed a pro rata portion of the fee under this contract payable in the same manner as per the contract and in proportion to the period of service extended after the contract.

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 favourable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm

6.52. Disclaimer

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



7. ANNEXURES

7.1. ANNEXURE 1: CERTIFICATE FOR RFP COST WAIVER FOR MSME/NSIC FIRMS

(In Letter head of Chartered Accountant)

Date:

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.2020/2021. Further we certify that the Company is classified under SME as per MSME Act 2006.

We have checked the books of the accounts of the company and certify that the above information is true and correct.


Chartered Accountant Firm Name

Signature

Name

Reg.No.

VID No.



Seal of the firm

7.2. ANNEXURE 2: CHECKLIST OF DOCUMENTS TO BE SUBMITTED

1. Technical Bid with Covering Letter
2. Team Profile
3. Masked Commercial offer
4. Compliance Certificate
5. Integrity Pact
6. EMD BG/ DD
7. ANNEXURE 6 : NON DISCLOSURE AGREEMENT
8. ANNEXURE 8 : DETAILS OF THE BIDDER
9. ANNEXURE 9 : DETAILS OF PAST EXPERIENCES OF HANDLING SIMMILAR PROJECT RECORD
10. ANNEXURE 10: COMPLIANCE AGREEMENT
11. ANNEXURE 11: UNDERTAKING OF INFORMATION SECURITY
12. ANNEXURE 12 : PRE CONTRACT INTEGRITY PACT
13. ANNEXURE 19: BID FORM
14. ANNEXURE 20: UNDERTAKING BY BIDDER
15. ANNEXURE 21: MANUFACTURER'S AUTHORIZATION FORM (MAF)
16. ANNEXURE 22: CONFORMITY WITH HARD COPY LETTER
17. ANNEXURE 23: CONFORMITY LETTER
18. ANNEXURE 24: UNDERTAKING ON OWNERSHIP OR LEASED STATUS
19. ANNEXURE 20: FORMAT FOR LOCAL CONTENT
20. ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE
21. ANNEXURE H: COMPLIANCE TO FUNCTIONAL SPECIFICATIONS
22. ANNEXURE J: KNOW YOUR EMPLOYEE (KYE) COMPLIANCE
23. ANNEXURE K; UNDERTAKING OF AUTHENTICITY OF SOLUTION (HARDWARE AND SOFTWARE)

All undertakings must be provided on bidder's letter head.

7.3. ANNEXURE 3: FORMAT FOR PRE BID QUERIES

A) Queries Related to 06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad

Bidders are expected to provide details in below format for each query **without merging columns or rows**. All the details should be clearly specified in the document along with the query/expectations from Bank.

RFP : XX2021		06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad			
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 : XX2021	06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad	
BIDDERS NAME		
Sr. No.	General Query related to RFP	Comment / Suggestions

7.4. ANNEXURE 4: GUIDELINES, TERMS & CONDITIONS & PROCESS FLOW FOR E-PROCUREMENT AUCTION

Introduction:

Bank intends to use E Procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP.

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

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

a. APPLICABILITY:

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

b. ELIGIBILITY:

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

c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
 1. Acceptance of Rules for Reverse Auction and undertaking as per format in **Format-A**.
 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 as per format in **Format-B**.

d. TRAINING:

- i. The Bank will facilitate training for participation in Reverse Auction through the service provider for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.
- ii. Wherever necessary, the Bank / service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.
- iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to

make any complaint/grievance later.

- iv. Each bidder / bidder shall participate in the training at his / their own cost.

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

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

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

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

g. **CONDUCT OF REVERSE AUCTION:**

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

h. **PROXY BID:**

- i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is detrimentally reached by other bidders.
- ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
- iv. During training, the issue of proxy bidding will be clarified in detail by the service provider.

i. **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.

j. **MASKING OF NAMES:**

- i. Names of bidders shall be masked in the Reverse Auction process

and bidders will be given dummy names.

k. **START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in **ANNEXURE A 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 A OF RFP**. This total value is taken as the start price of the bidding process.

l. **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/- (Bank may change this value and same will be communicated before reverse auction).
- ii. The bid decrement value shall be in multiples of Rs. 50,000/-.
- iii. The web portal shall display the next possible decremental 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. Decremental value will be appropriated across the line items of **ANNEXURE A OF RFP** proportionately by the system.

m. **REVERSE AUCTION PROCESS:**

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

n. **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.

o. **CHANGES IN BUSINESS RULES:**

- i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

p. **OTHER INSTRUCTIONS:**

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

q. **ERRORS AND OMISSIONS:**

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

2. Terms and conditions of Reverse Auction:

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank 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 A OF RFP** to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- k. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP XX2021, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- l. Only those bidders who are technically qualified and competent to provide the required solution as per RFP XX2021 are only eligible to participate in Reverse Auction Process.
- m. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.

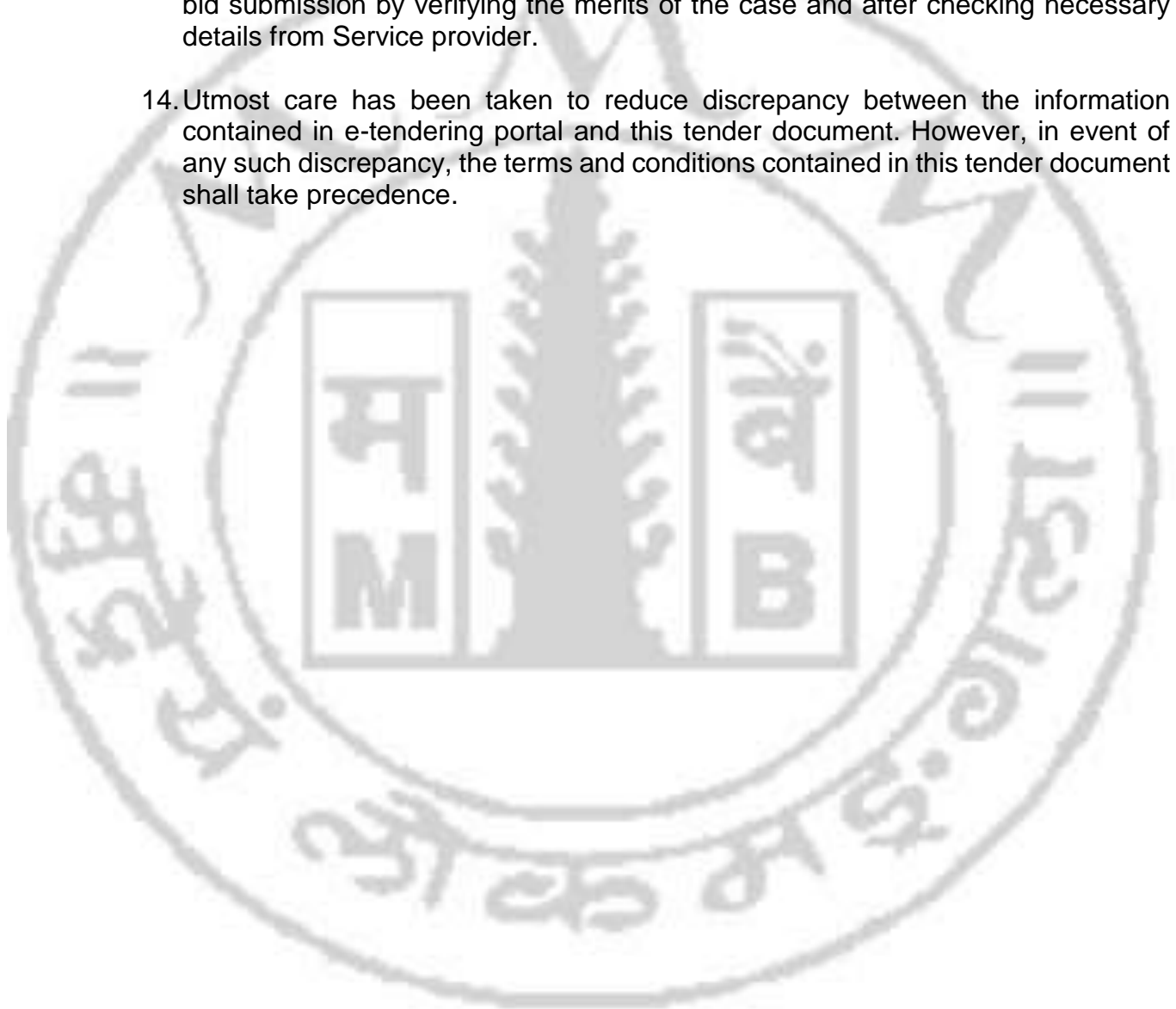
7.5. ANNEXURE 5: INSTRUCTION FOR ONLINE TECHNICAL BID SUBMISSION

1	Bid Submission Mode.	Through e-tendering portal https://eauction.auctiontiger.net/EPROC/ (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
2	Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents.	e-Procurement Technologies Limited HelpDesk: Name: Ravi Sheladiya Direct: 079 6813 6856 Mobile: 908 100 0428 Email: Ravi.S@Auctiontiger.net

E-TENDERING:

1. E-Tendering will be conducted on a specific web portal with the help of the Service Provider identified by the Bank.
2. Bank has decided to determine L1 through bids submitted on bank's E-Tendering website <https://eauction.auctiontiger.net/EPROC/>. Rules for web portal access are as follows:
3. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to bank.
4. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.

11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.



7.6. ANNEXURE 6: NON DISCLOSURE AGREEMENT

(On stamp paper of Rs. 500)

This Non-Disclosure Agreement is made and entered into at this ___day of ___ 2021 at ___(Place)___ BY AND BETWEEN Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 1501, 'Lokmangal' Shivajinagar, Pune – 411005, (hereinafter referred to as "Purchaser/Bank/Disclosing Party" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the FIRST PART and (Name of System Integrator) of (please specify the registered office of the (System Integrator) (hereinafter called "the System Integrator/Contractor/receiving party" 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 bidder and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids as per 06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad. M/s _____ after going through the Bid Documents and being interested to act as consultant as per 06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad, has submitted its Bid.

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

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

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) Treat Confidential Information as confidential for forever upon receipt. In the event of earlier termination of this Contract, Confidentiality shall survive termination/expiry of the agreement

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 bidder's personnel to be present on premises of Bank or may require the bidder's personnel to have access to computer networks or databases or information 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 bidder's personnel under such circumstances and to provide notice to the bidder's of the confidentiality of all such information. Therefore, the bidder agrees and undertakes that any technical or business or other information of Bank that the bidder'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.

Damages: The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach of contract and undertakes to indemnify for the same

Resolution of Disputes: All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification/amendments thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.



Return of information: Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

Waiver Clause : The failure to exercise any right provided in this Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized representative of both Parties. This agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

Relationship between parties: This Agreement is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

Notice Clause: All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

<i>Disclosing Party</i>	<i>Receiving Party</i>
<i>Representative name:</i>	<i>Representative name:</i>
<i>Address:</i>	<i>Address:</i>
<i>Email:</i>	<i>Email:</i>
<i>Phone number:</i>	<i>Phone number:</i>

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. () (Designation)	For and on behalf of Bank of Maharashtra () (Designation)
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7.7. ANNEXURE 7: TENDER OFFER COVER LETTER

Date: _____ 2022

Tender Reference No.: 06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad

To:

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.

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 activities defined in scope of work 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 3% 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.

OjasDated this _____ day of _____ 2022

Signature: _____

(In the Capacity of :) _____

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

7.8. ANNEXURE 8: 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) 2018-19 2019-20 2020-21	
9.	Profit of the company (not of group) 2018-19 2019-20 2020-21	
10	Sales Tax Number	
11	Goods And Services Tax Number	
12	Income Tax Number	
13	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.)	

7.9. ANNEXURE 9: DETAILS OF PAST EXPERIENCES OF HANDLING SIMILAR PROJECT RECORD

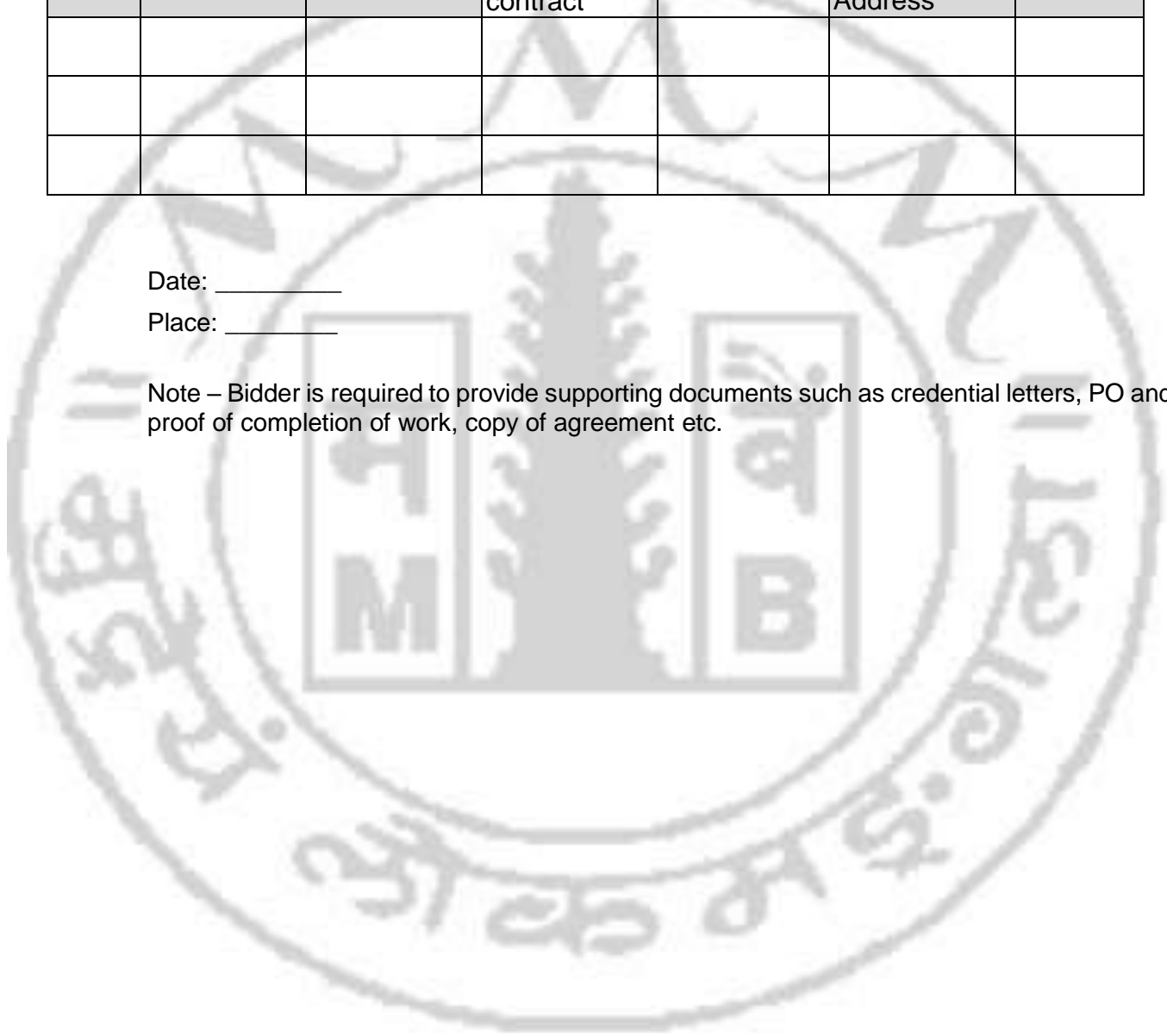
Name of the Bidder _____

Sl. No.	Name of the Client	Purchase Order/Indent Number & Date	Date of completion of delivery as per contract as well as Actual		Contact person Name Tel. No. Fax No. Address	Total Amount of Order
			As per contract	Actual		

Date: _____

Place: _____

Note – Bidder is required to provide supporting documents such as credential letters, PO and proof of completion of work, copy of agreement etc.



7.10. ANNEXURE 10: COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of 06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad
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.

We agree that we are deemed to have accepted the all rules on participation at the bid. Bank will make every effort to make the bid process transparent. However, the award decision by Bank would be final and binding on us.

We agree not to divulge either our bids or those of other bidders to any other external party.

Bank has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.

We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of Bank, bid process, bid technology, bid documentation and bid details. Bank documents remain the property of Bank and all bidders are required to return these documents to Bank upon request.

Bank'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.

Splitting of the award decision over a number of bidders or parts or over time (as in the case of staggered deliveries) will be at Bank's discretion.

Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of Bank would be final and binding on all bidders.

Bank has the right to decide to extend, reschedule, cancel the RFP.

Please note that BANK may consider debarring a bidder in the event the bidder violates terms and conditions mentioned in this compliance agreement.

We have read the BANK technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.

Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We confirm that this offer is valid for six months from the last date for submission of Tender Documents to the Bank (RFP closing date). Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide consultancy in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP DOCUMENT and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank which shall form a valid and binding part of the aforesaid RFP DOCUMENT. The Bank is



not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

If our Bid is accepted, we undertake to complete the assignments within the scheduled timelines

We confirm that this offer is valid for 180 days from the date of tender opening.

If successful, we are agreed to provide uninterrupted service till project completion.

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

Name:

Designation:

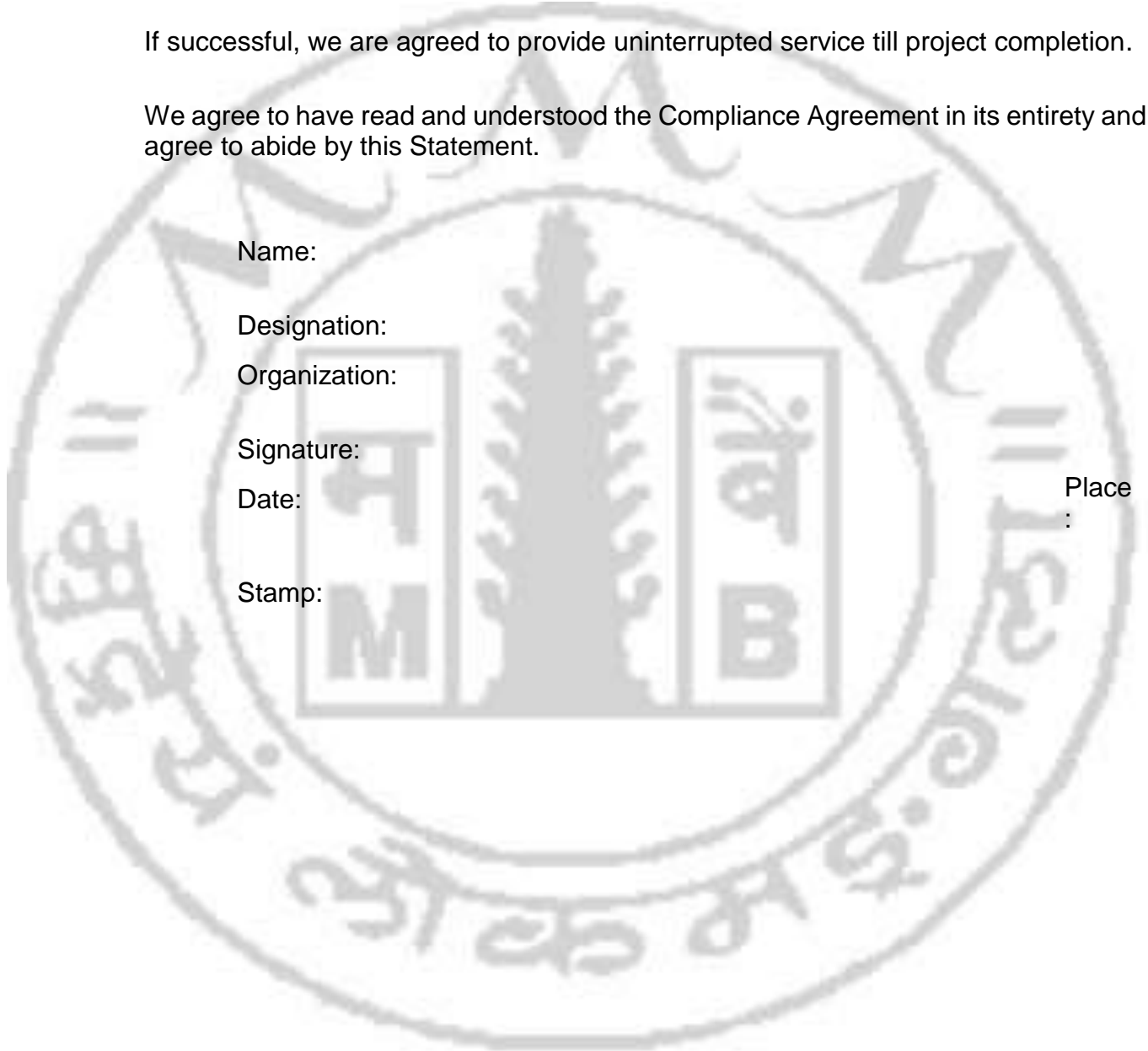
Organization:

Signature:

Date:

Stamp:

Place
:



7.11. ANNEXURE 11: 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)

Date: / /

To,
General Manager – Information Technology
Bank of Maharashtra

Sir,

Subject : 06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad

We hereby undertake that the proposed solution / software to be supplied 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/amendment done)

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

7.12. ANNEXURE 12: PRE CONTRACT INTEGRITY PACT

General:

"This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2020, between on one hand, Bank of Maharashtra through authorized official Shri _____, General Manager, Information Technology Department, Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 15.1, 'Lokmangal' Shivajinagar Pune – 411005, (hereinafter called the "BUYER", which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the First Part

and

M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

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

WHEREAS

R

the
 BIDDE
 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. BIDDE
Rs shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.*

*3.4. BIDDE
Rs 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 Clause 6 of the Companies Act 1956/Section 2(77) of the Companies Act, 2013.

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. Sanctions for Violations:

5.1. *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 :-*

5.1.1. *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.*

5.1.2. *The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit / Performance Bond (after the contract is signed), if any, shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.*

5.1.3. *To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.*

5.1.4. *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.*

5.1.5. *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.*

5.1.6. *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.*

5.1.7. *To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.*

5.1.8. *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.*

5.1.9. *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*

5.1.10. *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.*

6. Fail Clause:

6.1. *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.*

7. Independent Monitors:

7.1. *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).*

7.2. *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.*

7.3. *The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.*

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. 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.

7.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

7.7. 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.

7.8. 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.

8. Facilitation of Investigation

In case of any allegation of violation of an provisions of this act 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.

9. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is Pune.

10. 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

11. Validity:

11.1. The validity of this Integrity Pact shall be from date of its signing and extend up to six 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.

11.2. 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.

12. Other Provisions:

12.1 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

13. The parties hereby sign this Integrity Pact at _____ on _____



BUYER
Name of the Officer
Designation

BIDDER
Chief Executive Officer
(Office Seal)

IT Department
Bank of Maharashtra

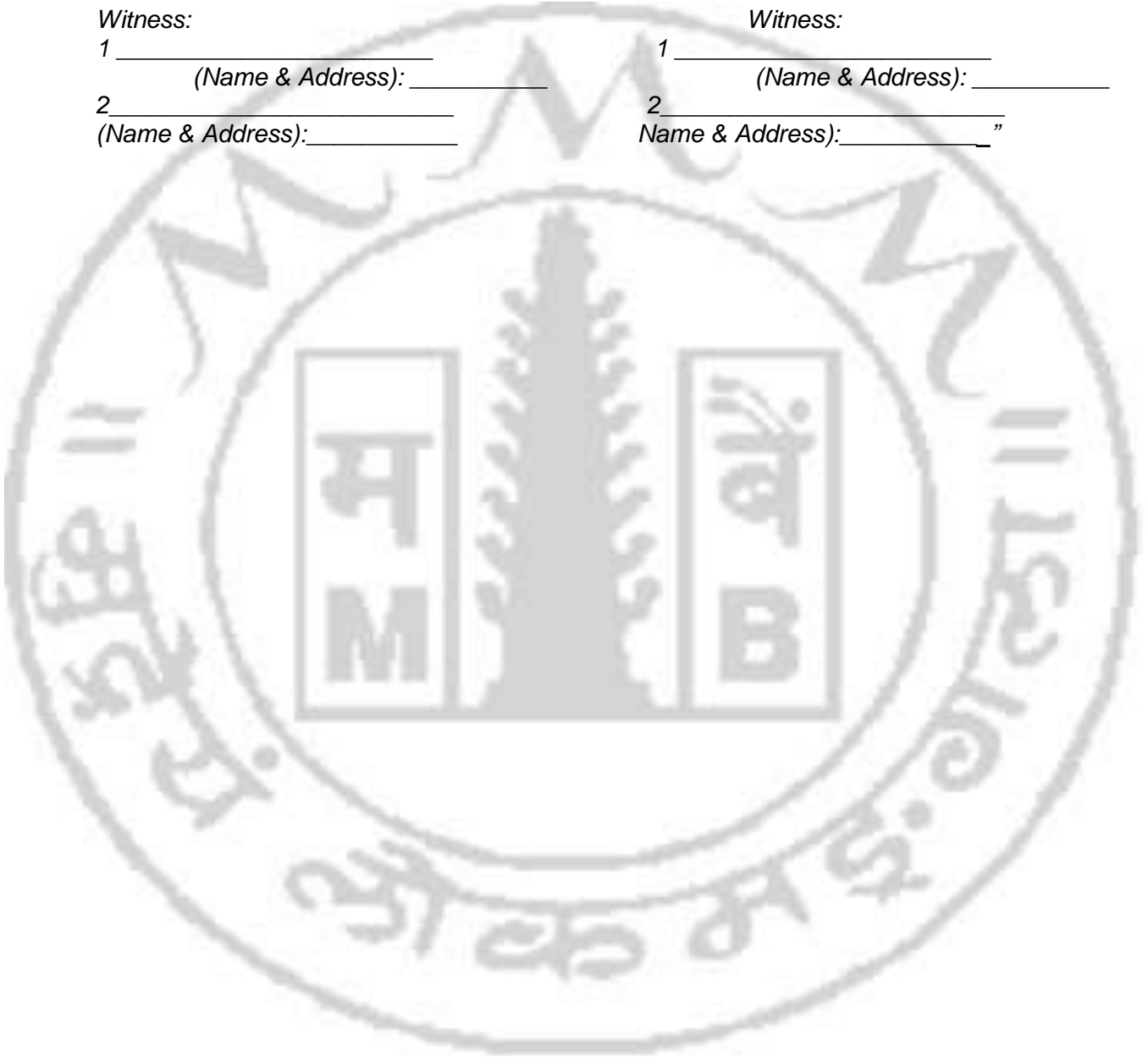
(Office Seal)
Place _____
Date _____

Witness:

1 _____
(Name & Address): _____
2 _____
(Name & Address): _____

Witness:

1 _____
(Name & Address): _____
2 _____
Name & Address): _____”



7.13. ANNEXURE 13: EMD IN FORM OF PERFORMANCE BANK GUARANTEE

Bid Security Form / EMD
(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. /-

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.

Whereas the Beneficiary had invited tenders for XXXXXXXXXXXX, vide tender No: XXXXX dated: XXXXXX.

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 XXXXXXX/- (Rs. XXXXXXX 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.

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.

At the request of the said M/s.<Bidder Name>. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing:

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the promises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. XXXXX/- (Rs. XXXXXXX 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. XXXXXX/- (Rupees XXXXXX only).

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 is 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

7.14. ANNEXURE 14: LETTER FOR REFUND OF EMD

(To be provided on letter head of the Bidder's Company)

To,

Deputy General Manager,

Information Technology Department
Bank of Maharashtra

Dear Sir,

SUB: LETTER FOR REFUND OF EMD

REF: YOUR RFP NO: 06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad dated DD/MM/YYYY

We _____ (Company Name) had participated in the Request for Proposal (RFP) 06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr No	Bidder Name	DD/BG Number	Drawn on Bank Name	Amount (Rs)

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Date:**Place:****Signature of Authorized Signatory:****Name of Signatory:****Designation:**

Seal of Company:



7.15. ANNEXURE 15: RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017 FOR TENDER PARTICIPATION

In line with the contents of Order No. 6/18/2019-PPD (Public Procurement No.1) dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23rd July 2020 for the “Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority. (Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

7.16. ANNEXURE 15 B: MODEL CERTIFICATE FORMAT FOR TENDER PARTICIPATION TO BE SUBMITTED BY BIDDERS

To
Deputy General Manager

Information Technology Department
Bank of Maharashtra

SUB: Model Certificate for Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 for tender participation

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India as mentioned in Annexure- 15 of this RFP document.

I certify that We _____ (name of the firm) are not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

[Evidence of valid registration by the Competent Authority is attached}

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address

Email and Phone

7.17. ANNEXURE 16 : LIST OF DEVIATIONS REQUESTED

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

Sub: RFP NO: 06/2022-23 RFP For Co-hosting space for Data Center in Hyderabad

[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, 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

7.18. ANNEXURE 17: BID FORM

Ref No.....

Place:

Date:

To,
The Head,
Information Technology Department,
Bank of Maharashtra, 1501,
'Lokmangal', Shivajinagar,
Pune - 411005

Dear Sir,

Having examined the Request for Proposal (RFP), Ref No. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer for DRC Relocation Solution.

Various requirements in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the solution/ provide the services in accordance with the Delivery Schedule / implementation schedule specified.

We agree to abide by this bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We further confirm that, in case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

- 1.
- 2.
- 3.
- 4.

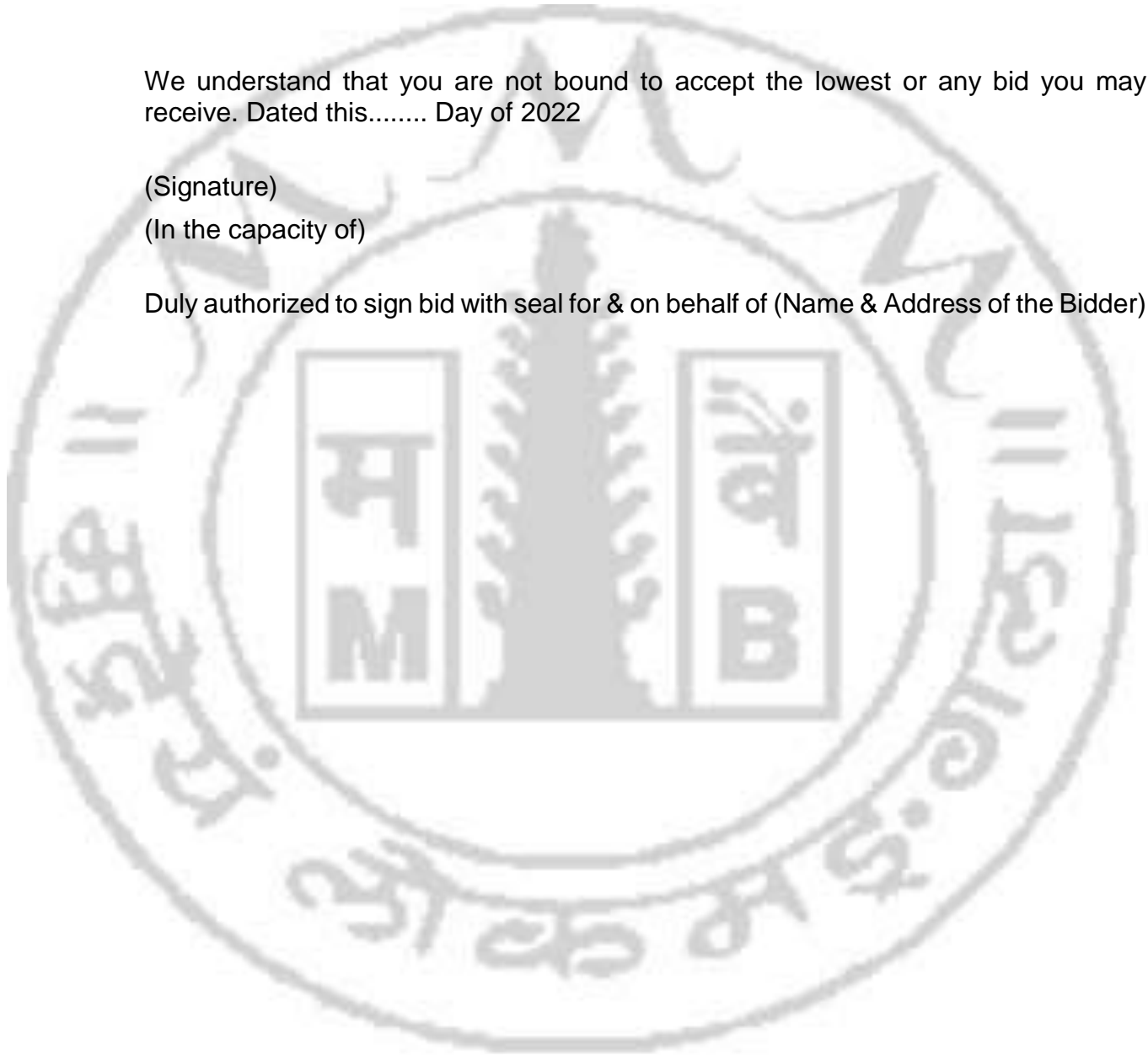
Name & address of agent Amount & currency Purpose of commission or gratuity
*(If none, state none)

We understand that you are not bound to accept the lowest or any bid you may receive. Dated this..... Day of 2022

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)



7.19. ANNEXURE 18: UNDERTAKING BY BIDDER

Place: _____

Date: _____

The Head,
Information Technology Department,
Bank of Maharashtra, 1501,
'Lokmangal', Shivajinagar,
Pune - 411005

Undertaking (To be submitted by all Bidders' on their letter head)

We _____ (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal of
the Company)
Date: _____

7.1. ANNEXURE 19: LAYOUT OF EXISTING DATA CENTER

(Attached as a separate file with RFP)



7.2.ANNEXURE 20: THIS ANNEXURE IS NOT APPLICABLE AND KEPT BLANK INTENTIONALLY



7.3. ANNEXURE 21: MANUFACTURER'S AUTHORIZATION FORM (MAF)

No.

Dated

To
 The Head,
 Information Technology Department,
 Bank of Maharashtra, 1501,
 Lokmangal, Shivajinagar,
 Pune - 411005

Dear Sir

Ref: your RFP for DRC Relocation dated .

We who are established and reputable manufacturers of _____ (name & descriptions of goods offered) having factories at _____ (address of factory) do hereby authorize M/s_(Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Request for Proposal(RFP).

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation for a period of 7 years from the date of contract. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a) Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) in the event of termination of production of such Products:
 - i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

We hereby extend our full comprehensive guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP. In case of M/s _____ is out of service due to any reason, we will make alternative arrangement for the service and maintenance of our product on same terms and condition.

Yours faithfully(Name)
 (Name of manufacturers)

7.4. ANNEXURE 22: CONFORMITY WITH HARD COPY LETTER

(Proforma of letter to be given by all the Vendors participating in the RFP for REQUIREMENT OF CO-HOSTING SPACE FOR DR CENTER on their official letterheads.)

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

Dear Sir,

Sub: **RFP # 08/2022-23** for REQUIREMENT OF CO-HOSTING SPACE FOR DR CENTER dated 27/04/2022.

Further to our proposal dated _____, in response to the Tender Document No: RFP 06/2022-23, dated 27/04/2022 issued by Bank of Maharashtra (“**Bank**”) we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorized Signatory
Designation
Bidder’s corporate name

7.5. ANNEXURE 23: CONFORMITY LETTER

(Proforma of letter to be given by all the vendors participating in the RFP for REQUIREMENT OF CO-HOSTING SPACE FOR DR CENTER on their official letter-head.)

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

Dear Sir,

Sub: RFP NO: 08/2022-23 for REQUIREMENT OF CO-HOSTING SPACE FOR DR CENTER dated:27/04/2022

Further to our proposal dated _____, in response to the tender Document No: 06/2022-23, dated:27/04/2022 (hereinafter referred to as "TENDER DOCUMENT") issued by Bank of Maharashtra ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 16 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory
Designation
Vendor's corporate name

7.6. ANNEXURE 24: UNDERTAKING ON OWNERSHIP OR LEASED STATUS

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

RFP No : /2022-23

Date : 27/04/2022

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

Subject: Undertaking of ownership of site / premises proposed for Datacenter for the bank (in case of owned site) OR
Undertaking of unexpired lease period on the proposed Datacenter period for the bank (in case of leased premises)

Dear Sir,

In case of owned sites

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

Site address:

Sale agreement reference #

Sale agreement dated:

In case of leased site

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

Address of the Site proposed to the bank

Lease agreement dated:

Validity of the lease period:

Name of the lessor:

Unexpired lease period on RFP Response due date:

7.1. ANNEXURE 25: FORMAT FOR LOCAL CONTENT

CERTIFICATION FOR LOCAL CONTENT

To,

The _____,
Bank of Maharashtra,
Lokmangal, 1501,
Shivajinagar, Pune

Dear Sir,

Ref: Your RFF Ref: .

Bidder Name:

This is to certify that proposed <Services as per scope of work> is having the local content of % as defined in the above mentioned RFP and amendment thereto.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal :

Countersigned by the bidder:
Bidder - (Authorized Signatory)



7.28 ANNEXURE A: COMMERCIAL BID FORMAT

Instructions	
1.	Bidder is required to provide cost of every line item.
2.	Bidder needs to clearly indicate, if there is any recurring costs included in the above bid and quantify the same. In the absence of this, the bidder would need to provide the same without any charge. The bidder should make no changes to the quantity.
3.	If the cost for any line item is indicated as zero then it will be assumed by bank that the said item will be provided to bank without any cost.
4.	The quantity of electric units mentioned is indicative and will be considered for bid evaluation purposes only. Moreover, bank will pay on the basis of their actual consumption and the unit rate will be considered accordingly.
5.	The factor used for conversion from KVA to KW is 0.9
6.	The Co-hosting Charges need to include all other services and requirement and not listed out as separate cost such as cooling, BMS, CCTV surveillance, access control etc. as required and mentioned in the RFP and subsequent addendums.
7.	The SP needs to ensure that the cost of electrical work (including power sockets), access control setup, extension of links from network communication room to server hall area etc. are be factored in the "One-time expense"
8.	The SP has to make sure that all the arithmetical calculations are accurate. bank will not be held responsible for any incorrect calculations.
9.	Bank will use the prorata price for one time and recurring charges for any incremental quantity
10.	Racks to be deployed by bank within the server room area will be provided by bank.
11.	Total of 5 Years should flow to the Summary Sheet

Table 1 [Summary]

	Items	Year 1	Year 2	Year 3	Year 4	Year 5	Total Amount for 5 years (INR)
1	Recurring Charges at DRC From Table 2	-	-	-	-	-	-
2	DRC- Site One Time Charges	-					-
3	Rate Card	-					-
	Grand Total - TCO						-

**Table 2 [Recurring Cost]**

S.N.	Recurring Charges	YEAR 1			YEAR 2			YEAR 3			YEAR 4			Year 5			Total Recurring Charges
		Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	Qty	Unit Rate	Amount	
Recurring Charges at DRC																	
1	Co-Hosting Charges (per Rack as per dimensions mentioned in RFP)	30		-	30		-	30		-	30		-	30		-	
2	Power (units per annum)	800000		-	800000		-	800000		-	800000		-	800000		-	
3	Seating Space	-															
	a) Desktop Seating	25		-	25		-	25		-	25		-	25		-	
	b) Glass Door Cabin	1		-	1		-	1		-	1		-	1		-	
4	Any other please specify			-			-			-			-			-	
	Total of recurring charges at DRC			-			-			-			-			-	
Please note that 800000 Power units mentioned is to arrive at TCO, however the electricity charges will be paid on actuals																	
It should include all costs except GST which shall be paid on actuals as per prevailing rate.																	

**Table 3 [One time cost]**

S.No.	One Time Expenses	Qty	Unit Rate	Total One Time Expenses
	One Time Charges at DRC			
1	Storage Cabinet	1		-
2	16 Amp Sockets (single phase) delivery and Implementation	120		-
3	32 Amp Sockets (three phase) delivery and Implementation	16		-
4	32 Amp Sockets (single phase) delivery and Implementation	17		-
5	64 Amp Sockets (single phase) delivery and Implementation	2		-
6	64 Amp Sockets (three phase) delivery and Implementation	2		-
7	Cross Connect (Fibre) with Handoff	10		-
8	Cross Connect (Copper) with Handoff	70		-
9	PDU Delivery and Implementation cost			-
10	Access Cards for resources allotted by bank	45		-
11	Video Recording to be provided on Readable Media Month on Month	1		-
12	Storage area for spares (per Sq. Ft.)	50		-
13	Caging area (valid for period of contract)	1		-
14	Lift and shifting charges as per point no 13 in Annexure C Scope of Work (Optional)	1		-
15	Any other			-
	Total of One Time Charges at DRC			-

S.No. 14 - It is optional and will be included in TCO

Table 4 [Rate Card]

S.No.	Rate Card	Qty	Unit Rate	Total One Time Expenses
1	16 Amp Sockets (single phase) delivery and Implementation	2		-
2	32 Amp Sockets (three phase) delivery and Implementation	2		-
3	32 Amp Sockets (single phase) delivery and Implementation	2		-
4	64 Amp Sockets (single phase) delivery and Implementation	2		-
5	64 Amp Sockets (three phase) delivery and Implementation	2		-
6	Cross Connect (Fibre) with Handoff	2		-
7	Cross Connect (Copper) with Handoff	2		-
	Total (At DRC)			-

Note -

- 1) The rate card will be valid for a period of 24 months from the date of PO
- 2) The bank will procure the quantities in chunks as mentioned in column QTY
- 3) The rates will be valid for DRC



Terms & Conditions:

1. For each of the above items provided the bidder is required to provide the cost for every line item where the bidder has considered the cost.
2. Bank reserves the right to implement or drop any of the above listed items without assigning any reason.
3. If the cost for any line item is indicated as zero, then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
4. The price quoted for the project should be an all-inclusive price including any taxes, expenses and levies but excluding GST and is a fixed price.
5. Bank will deduct applicable TDS, if any, as per the law of the land.
6. The quoted fixed cost against each item shall remain unchanged till the completion of the Project(s).
7. The base project location will be Pune.
8. The TCO in words is amount on which the commercial evaluation shall be conducted.
9. All prices to be valid for a period of 3 years from the date of contract execution / signing.
10. The Bank reserves the right to renew the contract post completion of the contract period and the commercials for the same shall be discussed based on the scope of work.
11. Bidder should factor all your expenses like travelling, boarding, lodging etc. apart from amount specified in Commercials, no other expenses will be paid by the Bank.
12. Bidder shall depute resources on-site of the project implementation location(s) for carrying out the task as specified in this document.
13. The cost quoted is in fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.
14. The cost quoted also includes the cost of deliverables for all the phases of the Project.
15. Bidder is expected to provide detail bill of material along with the commercial proposal for the proposed hardware and appliances.

Place:

Date:

Seal & Signature of the Bidder

The resources shall be appointed on a project requirement made known by the Bank, only if they meet the aforementioned categorization as indicated in the table above and after obtaining prior approval from the Bank.

Note:

All the Columns in all the above tables of this Annexure must be completely filled and should not be kept blank.

- i. **The Prices quoted shall be inclusive of all taxes and levies; and exclusive of GST.**
- ii. **GST Shall be paid on actual basis.**
- iii. **Bidder has to quote for all the three categories.**
- iv. **Bank will consider L-1 Bidder based on TCO mentioned above.**
- v. **In case of difference between amount quoted in figure and in words. The amount quoted in words shall prevail.**



7.29. ANNEXURE B: TECHNICAL EVALUATION CRITERIA

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

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

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

S.NO	Particulars	Marks
1	The Technical and Functional Requirements	40
2	Migration Plan & Execution Schedule	20
3	Resource Skill and Deployment (list to be provided)	20
4	Site visit feedback	20
	Total	100

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

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

Bidder eligible for technical evaluation will be assessed as per the above criterion and should score a minimum of 70% to be eligible to consider for commercial evaluation.

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

- I. A maximum of 100 marks will be allocated for the technical bid.
- II. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines. The technical proposals only will be subjected for evaluation at this stage.
- III. The bidders scoring less than 70 marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for further selection process and their bids will be dropped at this stage.
- IV. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short-listed.
- V. In case, none of the participating bidders qualify on technical criteria by reaching or exceeding the cut-off score of 70%, then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 60%. In case at least 2 participants are not found with score 70%, Bank reserves the right to cancel and go in for retendering process, however this would be at the sole discretion of the Bank.

7.29.1. Normalization of Bids

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically short-listed Bidders to resubmit the technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The 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 the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.



7.30. ANNEXURE C: SCOPE OF WORK

1. Project Scope

The service provider has to provide sufficient space to relocate and maintain Bank's DRC infrastructure.

1. Service provider should provide in Data Center a hosting area for a period of five (5) years initially for hosting of Servers, Storage, Networking equipment, security equipment etc. The service window would be 24x7x365 days.
2. An exclusive contiguous core data center area required based on existing Racks dimensions deployed in Bank Disaster Recovery Center along with provision of future Racks for DRC. Details of the Existing Racks deployed and future Racks requirement given in section 7.1.3
3. The service provider has to allocate the required space with demarcation and exclusive access should be provided. Hosting area should be excluding pillar area, PDUs, AHUs etc., if any present in the area. Access to data center area should have biometric access facility. Hosting area provided to Bank should meet at least Tier III level DC facilities.
4. Bank will require seating space for at least 25 persons, including 1 glass door cabin of 10X10 feet and with the availability of one common Conference room.
5. The co-hosted site should be minimum Tier III Data Center. The SP should also provide sufficient uninterrupted power, electrical connections, air conditioning, backup power through UPS and Generator, telecom facilities (As part of telecom facility SP shall provide necessary junction box / space in the telecom room for multiplexer/s and other equipment.), Surveillance, access control system, fire suppression system, physical security and soft services as applicable for Data Center and as required for the proposed equipment on 24 x 7 basis, in order to maintain uptime of all such facilities as per SLA. The complete electrical work is to be performed by the SP by working back with the Bank and its designated System Integrator. SP shall also be responsible for extending all links from SP communication room to the server cage area allocated to the Bank.
6. The site offered for relocating the DRC should confirm to the minimum specifications as set out in the detailed requirement in section 7 of this RFP. The SP shall maintain & manage all the facility provided by the SP to host Bank's DRC IT Infrastructure.
7. The bidders have to bid for relocation of the DRC.

- Disaster Recovery Center relocation will be awarded to L1 bidder

The broad scope of work is as follows:

Description	Responsibility
A)DRC Hosting	Bidder has to bid
B)Lift and shift of existing hardware & material from present site to relocated site.	Bidder has to bid by partnering with the respective OEM. The bidder may visit the existing DRC for obtaining the required details before bid submission.
C)Migration of communication links	Bank, in co-ordination/support from bidder

Detailed Requirements

2. Disaster Recovery Center relocation requirements

The Bidder shall provide a Tier III or higher co-hosted environment with sufficient electrical connections, Air conditioning, Backup Power through UPS and Generator, Network Communication facilities, Surveillance, Access Control System, Fire

Suppression System, Water Leak Detection, Rodent Repellent System, Physical Security and Soft services, etc.

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

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

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

Bank current rack layout details at Disaster Recovery Center will be made available to the successful bidder.

3. General

- I. The proposed Data Center to relocate Bank's DRC should be located in Hyderabad.
- II. The proposed DRC location should comply with the Technical Requirements specified in Annexure I of this RFP.
- III. 99.982% Uptime is required for the DRC Environmental Infrastructure and services.
- IV. The datacenter facility building should be designed and constructed for Earthquake resistance and should be away from hazardous chemical materials.
- V. Two separate power paths from the UPS to be provided to the Server room/rack space area and the network communication area. The UPS should be configured in redundant mode at DRC.
- VI. Entry and exit at the DRC premise (Building), Server room/ Hall area/rack space area and network communication room should be restricted and monitored. Security for the building should be made available 24*7 at the entry/exit levels.
- VII. At the DRC the doors for the server room/rack space area, communications room, and other critical areas should have at least 2 hours' fire rating.
- VIII. At the DRC the entire facility should have power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source. In case of primary power failure, UPS should have back up power for minimum 30 minutes. The Electrical Power received at Feeder should be from two different sources / substations.
- IX. Bidder shall provide seating space for 25 Bank personnel/representatives, 1 glass door cabin of 10X10 feet in the facility for managing the Bank's DRC.
- X. Service provider shall have provision for on demand meeting room/ conference room.
- XI. The proposed co-hosting area should have sufficient network points, electrical connections, air conditioning, backup power through Uninterrupted Power Supply (UPS) and Generator, telecom facilities, Surveillance, access control system, water leak detection, fire suppression system, physical security and soft services etc. as applicable for the DRC and as required for the proposed equipment on 24 x 7 basis in order to maintain uptime of all such facilities.
- XII. The Bidder shall provide contacts and an escalation matrix to log the complaints / problems faced in the facility provided to the Bank.

- XIII. Bidder shall provide all necessary help to the Bank like entry permission for vehicles carrying equipment's, parking of such vehicles to be closer to the lift till the time the equipment's are being offloaded, use of lift / service lift, assist in procedures documentation, providing trolley to carry heavy equipment's to the allocated hall / room, etc. The Bank should not incur any extra cost for availing these said service. The said services should be made available for the period of the contract.
- XIV. Gate passes to enter DRC premises for Bank's representatives and other related personnel- free of any cost.
- XV. A separate meter should be installed to evaluate the power consumption for Bank's equipment hosted at the DRC. Bank/ or its designated agency will have the right to audit the Co-hosting facility including the power meter for consumption.
- XVI. There should be a staging area and storage area made available to Bank/or its designated agency for staging & storing of equipment's
- XVII. Bank may in future require additional space at the Disaster Recovery Center during the contract period. In the event Bank wants additional space for expansion, the same will be provided to the Bank within the same floor at the current agreed prorate rates. Bank cannot provide any time frame to inform Bidder for taking up additional space.

4. Server Room Area

- I. The Server room proposed by the bidder to co-host Bank's IT infrastructure should be at least Tier III standard (Uptime/TIA 942).
- II. At present bank is having 27 racks, however bank requires 30 Rack Space Cage Area. The bidder shall provide a dedicated caged rack space area of 30 Racks which includes Storage, Tape library etc. to host Bank's DRC IT infrastructure in the server room area. In future for additional requirements bidder has to provide cage area with a block of 5 Racks with same existing rates. The server room should be on first floor or above the first floor only.
- III. However, there should be requirement of additional space in the future, other than the space for existing racks, the bidder should be able to provide the same on the prorated per square feet cost within the same facility, contiguous to the existing rack spaces. If contiguous space is not available, then the SP can offer the space in any floor which is on and above the first floor only in the same building where DRC is hosted.
- IV. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the bank.
- V. The space at Ground floor will not be accepted for DRC and will result in technically disqualify from the bidding process.
- VI. The bidder shall provide a staging area of 50 Sq. Ft. (5x10 Feet) in Bank's DRC for storage/safe keep of spare servers/routers/devices. This space should be outside server room area.
- VII. The entry to server room/ hall area should be accessible using biometric access.
- VIII. The Server room/ Hall should have precision air conditioning with redundancy.
- IX. The bidder shall provide adequate power points in the Server caged area allocated to Bank.
- X. The bidder shall provide power connectors/sockets. If Banks requires additional power sockets the same shall be provided by the bidder.
- XI. The bidder should make the necessary arrangement to connect the racks provided by the Bank to the redundant uninterrupted power sources without any additional cost to the Bank during the period of contract period.
- XII. Service Provider has to ensure the same load from Day-1. Additional power, if required shall be made available by the Service Provider. Bank will pay only for consumed power and will not pay for rated power. The bidder should provide

mechanism to measure rack wise power consumption. The bidder shall quote for the same in the “Annexure A Commercial Bill of Material”.

- XIII. The Bank requires a dedicated power meter that can measure the actual power consumption by the Bank’s equipment. This consumed power will be payable by the Bank at the unit rates provided in the commercials throughout the tenure of the contract. This power usage will be ONLY for the racks that are setup for Bank and not any other environmental devices such as precision air conditioners etc.
- XIV. The bidder should make the provision of adequate numbers of 32 amps industry standard sockets in single phase and adequate numbers of 64 amps industry standard sockets in three phase in Bank’s rack space as per the layout.
- XV. Single phase and three phase power should be made available to support Bank’s equipment in the server room/hall area.
- XVI. The Service Provider should ensure that sufficient power is provided for each rack. The power requirement per rack may vary and the service provider needs to provision the power as per Bank’s power requirements per rack. And the billing will be on actual power consumed by the rack.
- XVII. The information provided is an estimated requirement and the Bank reserves the right to change the quantities. These figures are provided for the computation of total cost of ownership. The exact requirements will be provided to the successful bidder and the unit rates provided for these requirements would be considered for those changed requirements.
- XVIII. The bidder will be responsible for the extension of links from the bidder’s telecommunication room to rack space area irrespective of whether the communication links are taken from the bidder. The bidder shall extend such links from their network communication room to the rack space provided to the Bank to host their DRC IT infrastructure. Such cost should be included in the one-time charges table in the commercial sheet.
- XIX. Bidder in their technical bid shall provide the proposed Server room area layout clearly showing the placement of the racks in the server room area along with indicative positioning of the BMS equipment like CCTV cameras with Night Vision with 12m range, Fire/ smoke detectors, WLD, access control system, rodent repellent, precision-AC etc.
- XX. Right to Alter Quantities – The bank reserves the right to alter the proposed quantities. The bank also reserves the right to delete one or more items from the list of items specified in tender.

5. Existing Server Dimensions:

(Attached as a separate file with RFP : Annexure-28)

6. Communication Area

(Attached as a separate file with RFP : Annexure-29)

7. BMS (Building Management Systems)

- I. The SP shall provide Access cards, Gate passes to the Bank’s personnel / Bank appointed System Integrators as and when they would visit the site. SP should agree that such access can be provided 24 X 7 and will not have any time restriction.

- II. The SP shall regularly monitor the access to the Bank's Server room / cage by means of access control system, physical security, Biometric access and CCTV and should always make sure that they are functional 24X7 days.
- III. If required by the Bank the SP should be able to provide details of people accessing the Bank's Server room / cage by sharing the entries made in the security register, reports from access control system, CCTV video clips, etc. The reports should be made available as per the frequency decided by the bank.
- IV. The SP shall make sure that the required power, air conditioning, security system and other facilities provided to the Bank is always available (24X7 days).
- V. The SP shall provide Fire detection & suppression system exclusively for the server room caged area. Fire detection and suppression can be common however the areas allocated to the Bank should be well within the coverage of fire detection and suppression.
- VI. The Server room area should be provided with Water Leak detection system and fire alarm system. The facility areas proposed for the Bank should be well within the coverage of water leak detection system
- VII. There should be CCTV cameras (IP Cameras) with night vision with 12m range monitoring for surveillance of building entrance, exits and other critical areas where Bank's components are placed. Activities to be recorded and the archival should be kept for at-least six months. Thereafter it should be provided to Bank on DVD/ kept in storage devices (External Hard Disk – USB)/storage vault.
- VIII. The data center should have electronic rodent control systems with operating ability on varied frequency range. The facility areas – Server room area / server caged area, communication room should be well within the coverage of the rodent repellent.
- IX. All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The Bidder should manage the BMS activities on a 24*7 basis or as the bank decides.

8. Seating Space

- I. The Bank requires seating space for 25 desktop Seats in the same DRC building and provision for mounting 4 to 6 monitoring screens with minimum size of 55 inches. The seating space should have communication (LAN) facility with server room for the users to work remotely on the servers from this seating space.
- II. Service Provider shall factor approximate 30 sq.ft. work area per seat for 25 seats, 1 glass door cabin of 10X10 feet work area.
- III. Glass door cabin area should be furnished with modular furniture such as drawers/pedestal, keyboard tray, for table/ desk with two - 3 power connections and 3 network connections. And the table should accommodate printer, Laptop, IP phones and some free space to keep office files. A locker that can accommodate 3 box files and some stationary, the one that comes along with the work table. Also a separate iron storage locker with at least 4X1.5 feet size needs to be furnished at one corner of the glass door cabin. Also the Glass door room should accommodate extra 4 chairs other than the executive cabin chair.
- IV. In addition, Service Provider shall provide adequate space for the movement within the enclosed seating area.
- V. The seating area should be provided with CCTV Camera Surveillance and comfort air conditioning.
- VI. The seating area furniture should be modular furniture with drawers/pedestal, keyboard tray, for each table. Lockers that can accommodate 3 box files and some stationary, the one that comes with the work table. This will be for every seat.
- VII. The seating area should include the desk, chair, and one cabinet per seat, three power connections and network connections (two per seat).

- VIII. The UPS / generator backup power facility needs to be available to the proposed seating area. Service Provider shall provide UPS backed up 3 power points per seat including Glass door cabin area.
- IX. Service Provider shall provide the proposed seating area, Glass door area layout clearly indicating the total space being factored for the dedicated seating area in their technical bid submission.
- X. Service Provider should provide a fire proof storage cabinet of approximate 6 ft. x 3 ft. with multiple shelves to keep documents.
- XI. Service provider should provide basic amenities like washroom, parking, clean and drinking water at no extra cost and extend its common facilities like cafeteria /local transport within campus (if any).

9. Civil Requirements

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

10. Power Supply Requirements

- I. The Service Provider should ensure that sufficient power is provided for each rack. The power requirement per rack may vary and the service provider needs to provision the power as per Bank's power requirements per rack. And the billing will be on actual power consumed by the rack.
- II. The bidder should be having adequate power and cooling requirement factored to accommodate the scale of the requirement in full rack configuration utilization (Consideration for area of each rack unit is 33 Sq. Ft.)
- III. Each power feed should come from the different phase.
- IV. Each power feed should be fed from independent limit breaker.
- V. Bidder should ensure N+1 Transformer redundancy, N+1 Generator redundancy, N+1 UPS Redundancy, Parallel redundant operation.
- VI. All power feed must be protected from brownout, spike & surge by Uninterrupted Power Supply, with capacity to supply stable power up to 2 hours after primary power failure.
- VII. All power and data cables deployed in both Server Room and Communication Room should be of Fire Retard Low Smoke cables.
- VIII. The data center SP should monitor power usage on a per client basis to ensure that it does not reach dangerously high levels. The bidder should bill for the actual amount of power used by the Bank DRC Infrastructure.
- IX. Adequate lighting and emergency lighting should be supplied in the data center and service areas for operational and safety reasons.
- X. The data and power conduits laid for Bank of Maharashtra Cage shall not be shared to any other customer.

11. Miscellaneous

- I. The SP shall provide contacts and escalation matrix to log the complaints / problems faced in the facility provided to the Bank.

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

12. Service Levels

The facilities like power, cooling, CCTV monitoring, security (biometric, physical, access card) provided by the service provider to relocate Bank's DRC equipment should have high availability. Refer Annexure G details the service levels.

13. Lift and shift of existing hardware & material from present site to relocated site

The shortlisted bidder has to shift equipment from present Bank's DC Site- to new proposed bidder Datacenter by partnering with existing OEMs. The bidder may visit the existing DR site facility before submitting the bid. Shifting of the equipment involve un-mounting, packaging, marking/labelling, transportation and mounting, installation of the equipment at bidder Datacenter. However, any configuration on device level will be Bank's responsibility. The bidder to note that, the Bank will not be able to provide any manpower for the physical activity. The bidder has to share complete Plan of Action with bank before execution of migration activity. The Plan of action should contain following important aspects

Planning and Design

- a) Detailed Project Plan after figuring critical resources and Paths.
- b) Complete inventories of existing systems and inter-dependencies.
- c) Equipment requirements to keep systems operations under check during the migration process.
- d) Contingency Plan to cover unforeseen glitches during the migration
- e) LAN/WAN detailed diagram
- f) Dry run to test if plan is achievable

Pre-Migration

- a) To ensure IT architecture is ready of racks, power circuits, cage and biometrics.
- b) Ensure back-up systems are in place & operational
- c) Data Backup (prior to migration)
- d) Ensure that your commutation and building infrastructure can cope with equipment size & weight
- e) To ensure surveillance camera continually covers new customer cages

Post Migration

- a) Post implementation review
- b) Re-balance air-flow systems
- c) Check electricity quality
- d) Closely observe all building and equipment monitoring systems

- e) Test security systems
 - f) Detailed diagrams rack / network / patching /LL connectivity
 - g) Infrastructure deployment complete sign-off from the customer
- I. Transit Insurance of the assets shall be taken by bidder on behalf of the Bank and for labor involved in movement. Proof of insurance to be submitted to the Bank before commencement of actual shifting of items.
 - II. The details of items to be shifted with the current asset value for insurance purposes will be provided to the shortlisted bidder, however there may be few variations in number of items.
 - III. Devices will be shifted from current location to proposed location in Multiple phases.
 - IV. The patch panel/LIU or any other connectivity required for migration in existing site and proposed site will be done by bidder.
 - V. The laying out of (copper, fiber, multimode fiber) cable and termination of cable in ports at devices, required for migration in existing and proposed site will be done by bidder.
 - VI. The bidder has to take all necessary shifting permissions from respective authorities. No additional cost whatsoever would be paid for the same.
 - VII. Bank will provide necessary approvals for the eligible bidders to assess the quanta of work by visiting the site.

The scope for the lifting and shifting of It Infrastructure will be optional but will form part of TCO. Bank reserves the right to avail or drop the services. The bidder has to provide the detail lift and shift plan to bank before migration.

14. Pre-Implementation Inspection

- I. The successful vendor shall make available the necessary infrastructure, on receipt of the Purchase order as per technical requirements of the Bank and schedule.
- II. The vendor should confirm in writing the readiness of the co-location and hosting site and arrangements to the Bank, as and when the site is ready for installation of Bank's IT Infrastructure.
- III. The Bank along with its consultants (if required) will conduct an inspection and verify the readiness for implementation of its IT Infrastructure, based on outcome of the visit, Bank will advise the vendor for shifting of equipment.

15. Inspection and Acceptance Procedure

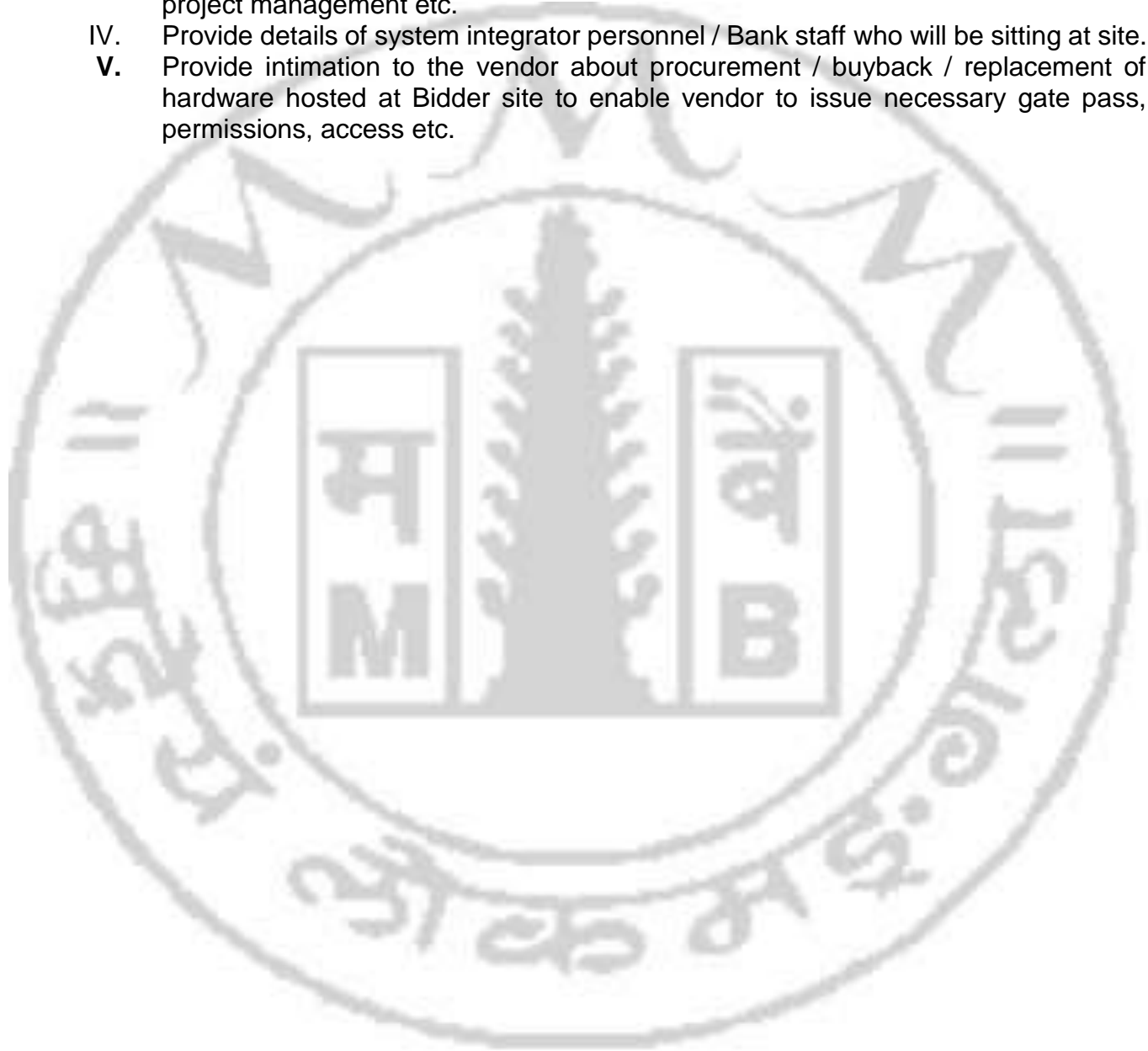
Physical Inspection and preliminary testing of the Comprehensive Co-Location Solution shall be done by Bank's System Integrator's/Hardware Vendors/OEMS in the presence of representatives of the Service Provider/Professional services appointed by Service provider for shifting and will comprise of the following:

- I. Physical verification of equipment as per the supply contract.
- II. Physical inspection of the equipment for any physical damage.
- III. "Power on self-test" to ascertain that no product/s is dead on arrival.

- IV. Verification of Sanity of the Network links including links that are migrated from existing DC Site to the proposed Datacentre.

16. Responsibility of Bank

- I. Provide access rights to the bidder for inspection of the Bank's existing DC site.
- II. Provide details of equipment to be shifted / hosted at the bidder datacenter.
- III. Make available access to the existing DC Site for Lift and Shift. Provide details of contact person at the location/office who would be coordinating during co-location / project management etc.
- IV. Provide details of system integrator personnel / Bank staff who will be sitting at site.
- V. Provide intimation to the vendor about procurement / buyback / replacement of hardware hosted at Bidder site to enable vendor to issue necessary gate pass, permissions, access etc.



7.29 ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE

The Bidder is required to meet the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

ELIGIBILITY CRITERIA COMPLIANCE TABLE

Sr. No	Eligibility Criteria	Complied	Supporting Required
		(Yes/No)	
1	The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 / 2013 or The bidder must be a registered firm/ company//LLP/ trust/government owned organization/and shall be in existence for the last five years (as on 31.03.2021). Copy of the certificate of incorporation should be enclosed as documentary proof.		Certificate of Incorporation. Certificate of Registration
2	The bidder should have a minimum turnover of Rs.200 crores per annum in any two of the following financial years FY 2019-20, 2020-21 and 2021-22. This must be the individual Company's turnover and not that of any group of Companies. The bidder should have a positive net worth in the last two financial years in India out of the following financial years. 2019-20, 2020-21 and 2021-22. The Net worth is to be calculated as follows: Capital Funds (Paid up equity capital + Paid up preference shares + Free reserves) – (Accumulated balance of loss + Balance of deferred revenue expenditure + Other intangible assets).		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years and copy of the PAN card issued by the IT department
			FY 2019-2020
			FY 2020-2021
			FY 2021-2022*
			(* If audit for the year 2021-22 is not completed, then provisional balance sheet for the year 2021-22 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company.)
3	The bidder should be a profit making entity with respect to operations in India in the last financial year, and, in at least one of the two years preceding the last financial year.		Supporting document
4	The bidder must have provided Tier III Data Centre co-hosting facility to at least three companies at any of their co-hosting sites in India. (Out of which One credential should be from a Banking, Financial Service or Insurance (BFSI) Company in India who have co-hosted their Data Centre or Near Site or Disaster recovery site).		Credential Letter from Companies hosting sites at the SP's co-hosting facility, clearly mentioning that they have taken datacenter co-hosting facility from the Service provider.

Sr. No	Eligibility Criteria	Complied	Supporting Required
		(Yes/No)	
5	The Bidder shall not have been blacklisted by any government organization/State Govt./PSU/ banks. Self-declaration to that effect shall be submitted along with the technical bid.		Self-Declaration / An undertaking to this effect is to be submitted by the bidder. Undertaking as per format Annexure 20 to be provided along with bid
6	The bidder should have minimum experience of providing data center hosting services for last 5 years. The bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory.		Credential Letter from Companies hosting sites at the SP's co-hosting facility, clearly mentioning that they have taken datacenter co-hosting facility from the Service provider. Copy of the order and / or Certificate of completion of the work. The bidder should also furnish user acceptance report
8	The Bidder should have the following Certifications / compliance document and certifications should be in-force: a) ISO 27001 or BS 7799 - 3 Certified b) NFPA 70 & 75 c) IS 1893:1984 Seismic Compliance d) TIA 942 compliance for Architectural, electrical, cooling and network e) Air Quality in data center site should be of severity level G1 (mild) as per ISA-71.04		Relevant valid certification to be submitted.
9	The proposed Data Centre site should be at least Tier III or higher Compliant as per the standards stipulated by the TIA 942 for at least Tier III Standards for Constructed Facility and Tier III Standards for Design Documents.		Supporting document - publicly available information of the proposed data center along with an undertaking on a SP's letterhead, clearly mentioning that the address of the proposed Data Centre and that it is complying with tier III requirements.
10	Adoption Integrity Pact		As format prescribed in Annexure 12 - Pre-Contract Integrity Pact.
12	At the time of bidding , Bidder should not have any litigation pending against the bank in any court of law.		Self-Declaration / An undertaking on letter head to this effect is to be submitted by the bidder with Technical Bid.
13	The Bidder/Bidder's parent company should not have been declared Non-Performing Asset (NPA) by any BFSI organization as on date of submission of the tender, otherwise the bid will not be considered.		Self-Declaration letter signed by Authorized Signatory to be submitted.

Note:

- 1) Documentary evidence must be submitted for each criterion.
- 2) Public Sector / Scheduled commercial banks include RBI and do not include Regional Rural Banks and Cooperative Banks. These Banks refer to Banks in India only.

7.30 ANNEXURE E: PAYMENT TERMS

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the bidder in the price bid against such activity / item.

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

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

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

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

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

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

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

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

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

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

- a. **Recurring Payment** for Co-Location Services: will be paid quarterly in arrears
- b. **One Time Charges** for charges would be payable on successful commissioning and completion of the acceptance test exercise by the Bank for all the activities/ services deemed to be one time installations in this RFP document.
- c. **Payment for Optional Items Cost** towards optional items would be payable as per contracted rate on successful completion of the work and acceptance by the Bank.

7.31 ANNEXURE F: PROJECT TIMELINES

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

DRC

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

Notes:

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

7.32 ANNEXURE G: SERVICE LEVEL REQUIREMENTS

SERVICE LEVEL DEFINITIONS for Data center facility

Detailed Service Levels and Definitions:

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

System availability is defined as:

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

Where:

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

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

Service Levels:

Service Levels will include **Availability measurements.**

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

All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.

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

Availability Measurements:

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

Penalty Charges

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

For links and other infrastructure

A >= 99.982%	No Penalty
99% =< A < 99.982%	2 days equivalent of Charges for that year of total DRC Co-hosting amount
98% =< A < 99%	5 days equivalent of Charges for that year of total DRC Co-hosting amount
A < 98%	Penalty at the rate of 1% of annual rental charges for every 0.1% lower than the stipulated uptime

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

+96256 0m,11

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

Total DRC co-hosting charges shall be as per the definition provided in Annexure-A for DRC

Availability Service Level Default

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

Penalty Calculation:

Example 1:

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

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

Per Day Charge $1,20,00,000 / 365 = 32,877$
 Penalty $2 * 32,877 = 65,754$

Example 2:

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

$98\% - 96.2\% = 1.80\%$
 $1.80 / 0.1 = 18$ points penalty
 1% annual charge
 = 1,40,000
 $18 * 1,40,000 = \text{INR } 25,20,000$

FAULT REPORTING, TROUBLE TICKETING AND CALL CLOSURE PROCEDURE

- 1) The Bank personnel shall notify the Service Provider HELPDESK to report a Service Outage. The Service Provider HELPDESK shall have a Trouble Ticket opened for the Bank and Bank shall quote the Trouble Ticket Number in all future communication.
- 2) Upon opening of a Trouble Ticket, Service Provider shall investigate the reported Service Outage and shall promptly rectify the same.
- 3) In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to the Bank, before taking the equipment in maintenance.
- 4) Any call, which is not resolved within 10 minutes of reporting, must be informed to Bank.
- 5) Service Provider shall attempt to resolve all Trouble tickets in accordance to the Resolution matrix mentioned above. The resolution could be repair / replacement or providing a work around which does not hamper the normal productivity of the Bank.
 - a. Upon such rectification, Service Provider shall communicate the same to the Bank and close the Trouble Ticket. Service Provider shall ensure that call closure is done after Bank's acknowledgement.
 - b. The service window for all the calls shall be 24x7.

7.33 ANNEXURE H: TECHNICAL SPECIFICATIONS

Technical Specifications for DRC Co-Hosting

S No.	Functionality	Complied/ Non-Complied	Remarks
General			
1	The proposed data center should be of Tier-III (or higher).		
2	The floor level of data center should be one or more floors above the ground level.		
3	A separate cage Area dedicated for the Bank within the server room/ Hall room.		
4	Biometric entry for the caged area.		
5	The proposed data center should have a load bearing capacity of minimum 1500Kg/Sq. m.		
6	False flooring tile made of Calcium silicate/Concrete filled steel flooring/cementitious core.		
7	Anti-static raised floor tiles with 30mm thickness (e.g. Calcium silicate).		
8	Diesel Tanks (for generators) - The data center should have high capacity diesel tanks for ensuring 24 hour power backup with contracts for fuel supply on demand. Generators should be capable of providing power continuously if fuel tanks are refilled.		
9	Proposed Data center to maintain the PUE from 1.5 to 2.0		
10	Freight Lift- The data center should have a high capacity freight lift for ease of movement of servers and high density H/W devices.		
11	The design for cooling infrastructure at the data center should be in line with standard guidelines to support high density cooling needs.		
12	The Bidder should have the following Certifications / compliance document and certifications should be in-force: a) ISO 27001 or BS 7799 - 3 Certified b) NFPA 70 & 75 c) IS 1893:1984 Seismic Compliance d) TIA 942 compliance e) Air Quality in data center site should be of severity level G1 (mild) as per ISA-71.04		
13	The proposed Data Center area (viz. the server room, telecommunication room, staging room, IT equipment storage facility) should not have been flooded due to any reason in the past.		
Server Room Area			

S No.	Functionality	Complied/ Non-Complied	Remarks
14	The bidder shall provide a dedicated caged rack space area of 30 Racks which includes Storage, Tape library etc. to host Bank's DRC IT infrastructure in the server room area. In future for additional requirements bidder has to provide cage area with a block of 5 Racks with same existing rates. Details of Racks specified in Annexure-28. Layout of proposed space to be provided from Bidder.		
15	The server room area should have raised floor height of minimum 2ft or as per Tier III Data Center Standards.		
16	The server hall height from raised floor to false ceiling should be at least 10ft or as per Tier III Data Center Standards		
17	Power Supply Frequency - 50 Hz +/- 1Hz		
18	Dust level less than 5 micron		
19	Access card entry for the server hall area		
20	The temperature in the server room should be as per ASHRAE's standard.		
21	The humidity at the data center should be as per ASHRAE's standards.		
22	The server hall should have advanced fire detection & suppression systems through systems like VESDA & FM 200/FE 227 respectively.		
23	Gate passes to enter SP's premises for Bank's representatives- free of cost.		
24	Audit reports of people accessing the server room should be available to Bank of Maharashtra (BOM). Bidder can keep the standard access logs for 90 days and should be made available to BOM based on BOM's request.		
25	Availability of single phase & three phase power to support bank's equipment in the caged area as per the requirement of the Bank.		
26	The bidder shall provide the electrical cabling of the racks to be hosted in the proposed rack space area.		
27	A power meter that can measure the exact power consumption by the BANK's equipment shall be setup for the BANK's in caged area.		
28	Power should be available from two different power sources (PDUs)		
29	Two separate power paths from the two separate UPS to be provided to the server/network communication room.		
30	UPS should be configured in redundant mode.		
31	Power sockets will be made available by Bidder and Availability of single and three phase power system.		

S No.	Functionality	Complied/ Non-Complied	Remarks
32	32 amps and 64 amps power sockets will be made available by Service provider.		
33	The entire solution should have power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source. In case of primary power failure, UPS should have back up power for minimum 30 minutes.		
34	Service Provider should ensure that sufficient power is provided for each rack. The power requirement per rack may vary and the service provider needs to provision the power as per Bank's power requirements per rack.		
35	The bidder should be having adequate power and cooling requirement factored to accommodate the scale of the requirement in full rack configuration utilization. Additional power if required to be made available.		
36	The proposed server hall area should be well covered in fire detection and suppression system.		
37	The data and power conduits laid for Bank of Maharashtra Cage shall not be shared by any other customer.		
Building Management System			
38	Entry and exit should be restricted and monitored and should also be in CCTV surveillance coverage.		
39	Security for the building should be available 24*7 at the entry and exit levels.		
40	Biometric access to the common entry to the server room/hall area should be available.		
41	The proposed data center should have microprocessor based system to detect water leakage within a short period of time and fire alarm system.		
42	There should be CCTV (with night vision with 12m range) monitoring for surveillance of the BOM racks in the server hall area. The CCTV surveillance should cover BOM's rack space area and other critical areas where Bank's components are placed. Activities should be recorded and the archival should be kept for at-least 90 days. Thereafter it should be provided to BOM on DVD/kept in storage devices (External Hard Disk – USB).		
43	Smoke detection and fire suppression for the building to be available.		
44	All the building management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The Bidder should manage the BMS activities on a 24*7 basis.		

S No.	Functionality	Complied/ Non-Complied	Remarks
45	The doors for the server room/hall area, communication room, and other critical areas should be fire rated.		
46	The Server room/ Hall should have precision air conditioning with redundancy or the bidder can provide in-row cooling.		
47	Redundant CRAC units to facilitate high density cooling needs		
48	The data center should have electronic rodent repellent systems with operation ability on varied frequency range.		
49	The bidder should share the video monitoring data in case required by BANK within a period of 3days post official request raised by BANK at no additional cost.		
Data Centre Infrastructure Management Services			
50	The bidder to provide the details of Data Centre infrastructure management (DCIM) services tools and technology deployed. The separate sheet may be attached which should illustrate DCIM Tools and technology deployed to manage and maintain the DC facilities.		
Communication Area			
51	Telecom junction box, multiplexers of various service providers to be available in and around the building.		
52	The co-hosting facility service provider should extend the link terminated by the link service provider on the junction box till the server room where the BANK's equipment will be located at no extra cost throughout the contract period.		
53	If the Telecom junction box, multiplexers of service provider from whom Bank would be getting the links is not available then the DRC service provider should allow the commissioning of the same and provide power and space without any cost.		
Seating Space			
54	Seating space for 25 seats & 1 Glass door cabin as per specification at DRC.		
55	The seating area provided to the BANK shall have the network connection facility available between the seating area and the BANK's server hall/server room.		
56	The network link required between seating area and Bank's server caged area shall be provided within 24 hours of such request from the Bank i.e S.I has to provide the minimum 25 seating space as per RFP where the S.I has setup the network link from the seating area to Banks server caged area. If any additional requirement then Bank will inform S.I accordingly.		



S No.	Functionality	Complied/ Non- Complied	Remarks
57	Adequate locker facility should be provided in the seating area. The seating area furniture should be modular furniture with Keyboard tray for each table.		
58	The UPS / generator backup power facility should be provided to the proposed seating area. SP shall provide UPS backed up 3 power points per seat.		
59	Bidder should provide a storage cabinet of approximate 6 ft. x 3 ft. with multiple shelves to keep documents.		
60	The SP shall provide a separate space to accommodate Bank's Fire vault cabinet (2.5' width x 2.5' length x Height- 3.5') in the seating area.		
61	Seating area should have access control system		
62	Seating area should have CCTV surveillance covering entire area		
63	Seating area should have the arrangement of comfort air conditioner		

7.34 ANNEXURE I: 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: 08/2022-23 for REQUIREMENT OF CO-HOSTING SPACE FOR DR CENTER dated:27.04.2022

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Place:

Date:

Seal and signature of the bidder



7.35 ANNEXURE J: KNOW YOUR EMPLOYEE (KYE) COMPLIANCE
(This letter should be on the letterhead of bidder duly signed by an authorized signatory).



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

Sir,

Ref: RFP for REQUIREMENT OF CO-HOSTING SPACE FOR DR CENTER.

We (name of the company) hereby confirm that all the manpower (both on-site and off-site) deployed/to be deployed on Bank's project for (Name of the RFP) have undergone our internal KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

1. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages , claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.
2. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report(issued in last six months), character certificate regarding fit and satisfactory conduct, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for (Name of the RFP).”

Yours faithfully,
Signature of Bidder: _____
Name: _____
Business address: _____
Place: _____
Date

7.36 ANNEXURE K: UNDERTAKING OF AUTHENTICITY OF SOLUTION (HARDWARE AND SOFTWARE)

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

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

Ref: RFP for REQUIREMENT OF CO-HOSTING SPACE FOR DR CENTER.

Dear Sir,

With reference to the subject matter, we hereby undertake that all the components/parts/assembly/software used in the Solution, Hardware, Application Server Software and Backup software for Proposed Solutions shall be original and new components / products only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / Parts / Assembly / Software are being used or shall be used.

We also undertake that in respect of licensed operating system/other required software, if any, the same shall be supplied along with the authorized license certificate (e.g. Product Keys, if any on Certification of Authenticity) and also that it shall be sourced from the authorized source or from OEM (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery / installation. It will be our responsibility to produce such letters from our OEM Supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, we agree to take back entire setup (i.e. Servers, Application Server Software and Backup software) for offer for providing the co-location services without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Signature of Bidder: _____

Name: _____

Business address: _____

Place:

Date: