



Near Site co-hosting - RFP

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

REQUEST FOR PROPOSAL
FOR
Data centre to co- host Bank's Near Site

TENDER REFERENCE # 092010



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
ONE FAMILY ONE BANK

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

Cost of Tender Document: Rs.25,000/-



Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means ' Bank of Maharashtra'
2. Service Provider means the respondent to the RFP document, also abbreviated as 'SP'.
3. RFP means the Request for Proposal document
4. DC means Data Center, DR / DRC/ DRS means Disaster Recovery Site
5. NS means Near Site
6. CBS means Core Banking Solution implemented in the Bank
7. Service Provider and Bank shall be individually referred to as 'Party' and collectively as 'Parties'.
8. Bidder / Respondent – signify those who purchase this tender document and submit response to it.

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. The bidders or any person acting on behalf of the bidders should strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by 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. Invitation to the Tender

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

Important information regarding Bid submission

Tender Reference number	092010
Price of Tender Copy	Rs. 25000/-
Earnest Money Deposit (EMD)	Rs.5,00,000/-
Date of commencement of sale of tender document	07-07-2010
Last Date of sale of tender document	28-07-2010 up to 15.00 hrs
Queries to be mailed by	15-07-2010
Queries in prescribed format to be mailed to	devdatta.rokade@mahabank.co.in cmbpr@mahabank.co.in dgmitd@mahabank.co.in
Pre-Bid meeting with Bidders	17-07-2010 at 11.00 hrs
Last Date and Time for receipts of tender offers	28-07-2010 up to 15.00 hrs
Time and Date of Opening of technical bids	28-07-2010 at 16.00 hrs
Place of Opening tender offers	Bank Of Maharashtra IT, BPR & MIS Dept. Central Office, 1501, Lokmangal, Shivajinagar, Pune – 411 005.
Address for Communication	As above
Contact Telephone Numbers	Phone : 020 – 25521568 020 -- 25536051 Fax : 020 – 25521568

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



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

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

General Manager
HRM & IT



2. Introduction

Bank of Maharashtra is a public sector bank with a standing of 75 years. It has a three tier organizational set up consisting of branches, Regional Offices, and Central Office. The Bank has 1462 branches all over India. In the state of Maharashtra itself it has 967 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, corporate, agriculturists and importers & exporters.

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

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') to select a service provider for availing of co-hosting services for the Near Site.

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

2.1 Information Provided

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

2.2 For Respondent only

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

2.3 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without



limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

2.4 Costs Borne by Respondents

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

2.5 No legal relationship

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

2.6 Recipient obligation to inform itself

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

2.7 Evaluation of offers

Each Recipient acknowledges and accepts that 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.

2.8 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.

2.9 Acceptance of terms

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



3.RFP Response terms

3.1 Lodgment of RFP Response

3.1.1 Tender Fee

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

3.1.2 RFP Closing date

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

3.2 Late RFP policy

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

3.3 RFP Validity period

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

3.4 Requests for information

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



3.5 Notification

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

3.6 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

3.7 Timeframe

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



4. Project Details

4.1 Purpose

Bank of Maharashtra is a nationalized Bank serving the nation for the last 75 years. It has a three tier organizational set up consisting of Branches, Regional Offices and Central Office, The Central Office of the Bank is at 1501, Shivajinagar, Pune – 411005. (hereinafter referred to as the “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 Near site.

Near Site is the location where Bank will host their equipments that would be required to achieve zero data loss. The equipments will include servers, storage, network components, backup devices, etc installed 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 services:-

The Bank currently does not have existing Near Site. Bank wants to locate the Near Site facility in Pune. Bank wants to appoint a Service Provider to provide a Tier III Data Centre infrastructure to host the Bank’s Near Site IT infrastructure.

The Bank will at no point bear any additional cost for any Data centre facility provided by SP to co-host Bank’s Near Site, that SP may have to repair, upgrade, power, capacity enhancement etc. to support Bank’s equipments unless Bank requests for any additional space or power requirements or brings in additional major equipments 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 2 – Minimum Specifications and Annexure 1 - 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.

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 for atleast another 15 years.

4.2 Project Scope

The service provider has to provide sufficient space to co-host the Bank’s Near Site IT infrastructure. The data center should be located in Pune and should be within 25 Kms from the Bank’s Data Center located at Kharadi, Pune - 411014.

The co-hosted site/s should be Tier 3 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 equipments.), 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



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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.

The site offered for co-hosting the Near Site should confirm to the minimum specifications as set out in the detailed requirement in section 5 of this RFP. The SP shall maintain & manage all the facility provided by the SP to host Bank's Near Site IT Infrastructure.

The SP is required to provide & maintain the links between DC- NS & NS- DR as per the information provided in Annexure 8 – link requirement.

The SP is required to provide the remote hands support at the Near Site.



4.3 Project Timelines

#	Activity	Time period for Completion
1.	Making the Server area ready and available for setting up the Bank's IT infrastructure in Server cage area (Site should be ready with server Caging, electrical cabling, and other facilities like access control system, Communication links, etc should be complete).	6 weeks from date of issuing the purchase order to the SP
2.	Site completely ready for inspection & Acceptance testing.	8 weeks from date of issuing the purchase order to the SP



5. Detailed Requirements

5.1 Data center co-hosting requirements

The proposed Near Site should be Tier 3 Data Center. The SP shall provide sufficient electrical connections, Air conditioning, backup power through UPS and Generator, network communication facilities, Surveillance, access control system, fire suppression system, physical security and soft services etc as applicable for Near Site and as required for the proposed equipment on 24 x 7 basis in order to maintain uptime of all such facilities at as per SLA.

SP shall also provide the cost for the Bank's link requirement. The link requirement is provided in Annexure 8.

5.1.1 General

- 5.1.1.1 The proposed Data Center to host Bank's Near Site should be located in Pune and should be within 25Kms from Kharadi, Pune - 411014.
- 5.1.1.2 The proposed datacenter should be Tier 3 compliant.
- 5.1.1.3 The proposed DC site should comply with the technical requirements specified in Annexure 1 of this RFP.
- 5.1.1.4 The power should be available from two different power sources. Two separate power paths from the UPS to be provided to the Server room area and the network communication area. The UPS should be configured in redundant mode.
- 5.1.1.5 Entry and exit at the Datacenter premise (Building), Server room / Hall area, server cage 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 and having adequate access control mechanism in place.
- 5.1.1.6 The doors for the server room, communications room, and other critical areas beyond level 2 should be fire rated.
- 5.1.1.7 The entire facility should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.
- 5.1.1.8 99.982% Uptime is required for the DC Environmental Infrastructure and services.
- 5.1.1.9 The datacenter facility building should be designed and constructed for Earthquake resistance and should be away from hazardous chemical materials.

5.1.2 Server Room Area

- 5.1.2.1 The Server room proposed by the SP to co-host Bank's Near Site IT infrastructure should be tier 3 compliant.
- 5.1.2.2 Bank envisages requirement of a dedicated clear space of 250 sq. feet to host Bank's Near Site IT infrastructure in the server room area. However, should there be requirement of additional space in the future the SP should



be able to provide the same on the prorated per square feet cost within the same facility.

- 5.1.2.3 The SP shall provide a dedicated server cage area for the Bank in the server room/ Hall area. The cage area should secure the allocated space to the Bank.
- 5.1.2.4 The server cage entrance & exit should be accessible using the proximity card (access control system).
- 5.1.2.5 The entry to server room / Hall area should be accessible using Biometric access.
- 5.1.2.6 The Server room / Hall should have precision air conditioning with redundancy.
- 5.1.2.7 The SP shall provide adequate power points in the Server cage area allocated to the Bank. Power of 12 KVA (rated power) will be required to the server room. Out of which 6KVA will be of Single Phase & 6 KVA will be of 3-Phase. However, this is just tentative as the power consumption per rack varies with the equipments hosted in the rack. Additional power if required shall be made available by the SP. The bank will pay only for consumed power. The 12 KVA requirements is the rated power indicated, that is expected for the equipments envisaged to be put up in data center premises. The units (kwh) expected to be consumed per month is 8000. The factor considered for conversion from KV to KW is (0.9). The SP shall quote for the same in the (masked) in masked bill of material Appendix 1 Form A 01 and with commercial in Appendix 1 Form A 02 during the e-procurement process. The bank will pay the proportionate amount for the power actually consumed, which can be more or less than 8,000 units per month indicated here. All payments by the bank will be made quarterly in arrears, through out the tenure of the contract. The bank requires a power meter that can measure the exact power consumption by the Bank's equipments in the Bank's server caged area. This consumed power will be payable by the bank at the unit rates provided in the commercials through out the tenure of the contract.
- 5.1.2.8 The SP shall provide six (6) numbers of 32 amps single phase industry standard sockets and two (2) numbers of 32 amps three phase industry standard sockets in the Bank's caged area. SO shall provide the costs for these sockets (masked) in masked bill of material Appendix 1 Form A 01 and with commercial Appendix 1 Form A 02 during the e-procurement process. If the Bank requires additional power sockets the same shall be provided by the SP at the unit rates provided in their commercial and should be valid through out the tenure of the contract. The quantities provided by the Bank is as per their best understanding at present and the same will be used for calculating the TCO
- 5.1.2.9 Single phase and three phase power should be made available to support Bank's equipments in the caged area.
- 5.1.2.10 For clause 5.1.2.7, 5.1.2.8 and 5.1.2.9, 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.



5.1.2.11 The service provider will be responsible for extension of links from SP tele-communication room to server cage area irrespective of whether the communication links are taken from the SP. The SP shall extend such links from their network communication room to the server cage area provided to the Bank to host their Near Site infrastructure. Such cost should be included in the one time expense in the commercial.

5.1.3 Communication Area

5.1.3.1 The SP in their communication area shall have Telecom junction box / multiplexers of various link service providers and should be available in an around the facility building for Bank's use.

5.1.3.2 The Data Center SP should allow the termination of the links provided by the Bank appointed link service providers. If Telecom junction box / multiplexers of these link service providers are not available then the DC service provider should allow the commissioning of the same. The DC SP shall also allow laying of cables and associated works in their premises.

5.1.3.3 The link extension from the DC service provider's communication room till the server cage area will be done by the DC service provider.

5.1.4 BMS (Building Management Systems)

5.1.4.1 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.

5.1.4.2 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.

5.1.4.3 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.

5.1.4.4 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).

5.1.4.5 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.

5.1.4.6 The building & 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

5.1.4.7 There should be CCTV 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 one month.

5.1.4.8 The data centre 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.



5.1.4.9 All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis or as the bank decides.

5.1.5 Miscellaneous

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

5.1.5.2 SP shall provide all necessary help to the Bank appointed System Integrator or Vendor while moving the Bank equipments into the site. For example- entry permission for vehicles carrying equipments, parking of such vehicles to be closer to the lift till the time the equipments are being offloaded, use of lift / service lift, assist in procedures documentation, providing trolley to carry heavy equipments to the allocated cage / room, etc. The Bank should not incur any extra cost for availing these said services.

5.1.5.3 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 DC site / floor or building. The rate per square feet would be mutually agreed at the time of such expansion. However, the vendor 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.

5.1.6 Communication links:

5.1.6.1 The SP shall provide the links between Bank's Data Center and the site proposed by the SP for Bank's Near Site as per Annexure 8 – links requirement of this document.

5.1.6.2 SP shall provide the link monitoring facility to the Bank which will enable the Bank to monitor the links in real-time from their Data Center. Bank should be able to monitor following parameters:

- a) Link Latency
- b) Bandwidth utilization
- c) Packet loss

5.1.6.3 The above parameters are minimum requirement. The monitoring facility shall provide other link related monitoring parameters that may be necessary and required by the Bank.

5.1.6.4 Any equipment / software requirement in order to achieve the above mentioned facility, the SP should factor such cost in one time link implementation cost. SP should manage and maintain these equipments through out the contract tenure.

5.1.6.5 SP should provide the link performance report to the Bank on monthly basis. The SP shall provide the on-demand links between Near Site & DR during DR Failover or DR drill. Minimum will be 2 Mbps and Maximum will be 100Mbps. The SP should be able to provide the desired bandwidth within 60 minutes from such request made by the Bank by email / letter / phone call by Bank authorized personnel.



5.1.7 Remote hands support:

- 5.1.7.1 Bank will not be having any personnel at the site on day to day basis. Most of the activities will be carried out remotely by the Bank from their Data Center. However, few activities may require physical presence at the NS. Bank may request the SP to carry out such activities for them. Some of the activities will be the likes of switching off / on equipments, checking few visual indicators on equipments, inserting tapes, check / activate cable connections, etc.
- 5.1.7.2 The SP should be able to provide this service as and when required. Such requests will be made by Bank appointed personnel, through mail, phone.
- 5.1.7.3 SP should respond to such requests immediately within 10 minutes from the receipt of such request. SP to log such request events and provide to the Bank as the part of monthly report.
- 5.1.7.4 SP should provide this service up to 20 events in a year without any charge. The SP should quote per event cost in their commercial bid for such services to be utilized beyond 20 events in a year. However, Bank will pay on actual utilization of such service. During the implementation period, events requiring physical presence of SP will not be charged. Such services availed during the implementation period will not form part of the 20 events to be provided without any charge in the first year.

5.1.8 Seating Space:

- 5.1.8.1 During the emergency situation Bank may require the seating space at the Nearsite. Bank anticipates the seating space for 3 Bank appointed personnel. SP is required to provide the cost for this seating space required as the optional cost as per the format given in Appendix 1 Form A 01 - Masked Commercial bid details (masked) and with commercials in Appendix 1 Form A 02 to be used during e-Procurement process. The cost should be provided for per person per day
- 5.1.8.2 In such situation SP is also required to provide the network connectivity from the seating space provided by the SP to the Bank's server caged area. The SP should have the facility available for the network connectivity in such way that the SP should be able to provide the seating space and the network connectivity between the seating area and the Bank's server caged area within 2 hours of Bank raising such requirement with the SP.
- 5.1.8.3 All such costs should be included as the optional cost for "seating space". The quantity provided by the Bank is for the TCO purpose, however Bank may alter the quantity of number of persons depending on the Bank's need and the payment will be made on the prorated calculation.
- 5.1.8.4 This optional cost will also be considered for the TCO purpose.
- 5.1.8.5 The seating area should included the desk, chair one cabinet per seat, power connections and network connections (one per seat)
- 5.1.8.6 The SP should allow Bank to carry their desktop / Laptop equipments that may be required during such time of using this seating arrangement.



Near Site co-hosting - RFP

5.2 Service Levels

The facilities like power, cooling, CCTV monitoring, security (biometric, physical, access card) provided by the service provider to co-host Bank's Near Site equipments should have high availability. Refer Annexure 7 details the service levels.

The Service Levels Links provided and monitored by SP will be as per Annexure 9 of this RFP document.

6. Evaluation process

The competitive bids shall be submitted in three stages:

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

6.1 Eligibility Bid

Eligibility criterion for the service providers to qualify this stage is clearly mentioned in Annexure 5 – Eligibility criteria compliance to this document. Service providers who meet these criteria would only qualify for the second stage of evaluation. The service provider would also need to provide supporting documents for eligibility proof. All the credentials of the service provider necessarily need to be relevant to the Indian market.

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

6.2 Technical Evaluation criterion

The evaluation will be done on a total score of 500.

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

- ▶ Compliance to Technical requirement as in Annexure 1 - Technical requirement
- ▶ SP's detailed work plan, proposed solution, facilities
- ▶ Short listed SPs presentation and demonstration of the solution proposed.
- ▶ Site visit Scoring: SP to make provision of the Banks & Consultants site visits to the sites chosen by the Bank. Depending on the type of DC & DR Co-hosting solution and the SP's role in the implementation at such location the scoring will be done.
- ▶ Implementation Methodology described by the SP in Technical Bid

The list of requirements for the technical Bid has been mentioned in "Technical Proposal format" in section 7. The SP needs to achieve a cut – off score of 300 marks in the technical bid evaluation to be qualified for commercial bid opening. Only those SPs who achieve the specified cut – off scores would be short-listed for Phase 3 - commercial bid evaluation. In case none of the SPs score a minimum of 300 marks then the SPs who have achieved the top 2 scores will qualify for the commercial evaluation stage. In case only one SP scores 300 points or above, only this SP will be considered for the commercial bid. **The break-up of the scoring is mentioned in the SP scoring chart; Annexure 6.**

6.3 Commercial Bid Evaluation

Only those vendors who have qualified after Stage 2 of Technical evaluation will be eligible for the further participation in the e-Procurement process. The details of e-Procurement process are given in Annexure 10. The total cost of ownership shall be calculated over the contract period of 5 years. At the end of 5 years, the contract



shall be renegotiated as mutually agreed by both parties. The SP shall not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

7. Bid Submission

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

“ELIGIBILITY BID FOR BANK OF MAHARASHTRA NEAR SITE CO-HOSTING PROJECT SUBMITTED BY M/S..... ON.....AT PUNE, DUE DATE _____” on top of the sub-envelope containing the Eligibility bid

“TECHNICAL BID FOR BANK OF MAHARASHTRA NEAR SITE CO-HOSTING SUBMITTED BY M/s..... ON.....AT PUNE, DUE DATE _____” on top of the sub-envelope containing the technical bid

These two separate sealed sub-envelopes should be put together in another sealed master envelope super scribing BID for BANK OF MAHARASHTRA NEAR SITE CO-HOSTING TENDER REFERENCE NO. SUBMITTED BY ON.....AT PUNE, DUE DATE _____”.

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

Eligibility Bid

- ▶ Covering letter certifying Eligibility criteria compliance (as given in Annexure 5)
- ▶ Duly filled up Annexure 5 – Eligibility criteria compliance
- ▶ Supporting credential letters or copies of documentation from clients or system integrators certifying compliance

Technical Bid

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

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

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



Near Site co-hosting - RFP

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

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

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

Deputy General Manager
IT, BPR & MIS
Bank of Maharashtra
Central Office,
Lokmangal, Shivaji Nagar,
Pune - 411005

The sealed bid envelopes as mentioned above should be delivered to

Shri Devdatta Rokade Senior Manager-IT

Submission will be valid only if:

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

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

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

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

Technical Proposal Format

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

The technical bid should be structured in the following sequence

1. Covering letter as per Appendix 2 Form A 01



2. 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 organization and position with regards to Near Site 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.
3. Technical Requirements compliance: The Near Site Solution Features Section of the SP's proposal must consist of a response to the technical requirements in Annexure 1. The SP's response must explain the technical specifications wherever required.
4. Other areas that need to be elaborated are:
 - a. Server room / Cage layout
 - b. Facilities provided in Server room and NOC room
 - c. Power Provisioning - Power Supply Systems along with details of the redundancy /backup features,
 - d. Precision air conditioning
 - e. Security Access
 - f. Coverage of Building management system
 - g. Others, if any
5. Copy of Price Bid without commercials as per Appendix 1 Form A 01 – Commercial Bid Details;
6. Queries in the format as given in Appendix 2 Form A 02;
7. Annexure 3 Conformity with Hardcopy Letter
8. Annexure 4 Conformity Letter

Bid Security Deposit

1. The SP shall furnish, as part of its bid, bid security of an amount mentioned in section 1 of this document. The bid security is required to protect the Bank against the risk of SP's conduct.
2. The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft favoring "Bank of Maharashtra" by a Scheduled Commercial Bank or a foreign bank located in India in the form provided in the RFP (Appendix 2 Form A 04 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Maharashtra as non-responsive.
3. Unsuccessful SPs' bid security will be returned by the Bank.
4. The successful SP's bid security will be discharged upon the SP signing the Contract and furnishing the performance security.
5. The bid security may be forfeited:

- a. If a SP withdraws its bid during the period of bid validity specified by the SP on the Bid Form; or
- b. In case of the successful SP, if the SP fails to:
 - i. Sign the Contract within 1 month of issue of purchase order / letter of intent.
 - ii. Furnish performance bank guarantee within 10 days of signing the contract.

8. Terms and conditions

8.1 General

The SPs should adhere to the terms of this tender document and would not accept any deviations to the same. If the SPs have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided in Appendix 2 Form A 02 - Query Format. 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 required to Host its Near Site infrastructure at SP's proposed site.

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.

8.2 Rules for responding to this tender document

8.2.1 Response document

8.2.1.1 All responses should be in English language. All responses by the service provider to this tender document shall be binding on such SP for a period of 180 days after opening of the commercial bids

8.2.1.2 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.

8.2.1.3 The SP may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the SP subsequent to the closing date and time for submission of the offers.

8.2.1.4 The SP is required to quote for all the components/services mentioned in the Section 4.2 "Project scope" and Section 5 "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.

- 8.2.1.5 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. In case the SP quotes for more than one site (for example one quote for site x and site y for DR) then the response would be considered as improper and liable to be rejected. The SP should not give options to the Bank to select from. The SP shall provide the best option and quote for the same.
- 8.2.1.6 The offer should specify only a single site for Near site, which is cost-effective and meeting the tender document specifications. It is the responsibility of the SP to provide the best suitable solution.
- 8.2.1.7 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.
- 8.2.1.8 In the event optional prices (if requested in RFP) are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the vendor. The same item has to be supplied by the vendor free of cost.
- 8.2.1.9 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.
- 8.2.1.10 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.
- 8.2.1.11 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.
- 8.2.1.12 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.
- 8.2.1.13 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

8.2.2 Price Bids(through e-procurement process)

- 8.2.2.1 The SP is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered. The date for e-procurement would be communicated separately to the successful SP post the completion of the eligibility and technical evaluation.
- 8.2.2.2 The prices and other terms offered by SPs must be firm for an acceptance period of 180 days from the date of e-procurement process.
- 8.2.2.3 The prices quoted by the SP shall include all costs such as, taxes, levies, cess, excise and custom duties, Service Tax, VAT etc wherever applicable that need to be incurred.
- 8.2.2.4 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.
- 8.2.2.5 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". SP should ensure that the project should not suffer for any reason.

8.2.3 Price Comparisons

- 8.2.3.1 The Bank will consider the Total Cost of Ownership (TCO) over a five-year period starting from date of acceptance of the site. The optional (if requested in RFP) items would also be considered in the TCO.
- 8.2.3.2 Comprehensive NEAR SITE co-hosting charges must be quoted, on yearly basis, after taking due consideration for the requirements and support period and providing the adequate benefit to the Bank.
- 8.2.3.3 The Bank, may decide to choose to avail the optional items at any point during the contract on the same cost.
- 8.2.3.4 For comparison purposes the Bank will consider the Optional (if requested in RFP) Items as well.
 - 8.2.3.4.1 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; and Services which are required to be extended by the SP in accordance with the terms and conditions of the contract.



8.2.3.4.2 The SP must provide and quote for all the services as desired by the Bank as mentioned in this tender document.

8.2.4 Performance Guarantee

8.2.4.1 If the contract is awarded, the SP should furnish a Performance Bank Guarantee in the format as required by the Bank to the extent of 10% of the value of the contract within 10 days of the date of receipt of the purchase contract. The performance guarantee would be for the entire period of the Contract. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the SP after the expiry or termination of the contract.

8.2.4.2 The site will be deemed accepted only when all the facilities are in place and in working condition as per Bank's requirement.

8.2.4.3 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.

8.2.4.4 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.

8.2.4.5 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.

8.2.4.6 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. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the SP's inability to meet the established delivery dates, that SP will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services or is limited to 10% on the total cost which ever is higher.

8.2.4.7 The SP represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, of providing Tier III data centre. 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.

8.2.4.8 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 centre 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.

8.2.4.9 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.

8.2.4.10 The Bank and the SP covenants and represents to the other Party the following:

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

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

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

- ▶ Will not violate or contravene any provision of its documents of incorporation;
- ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- ▶ To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions



contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

8.2.4.12 The SP undertakes to provide appropriate human as well as other resources required, to provide the requirement for Bank's Nearsite as part of the contract, from time to time.

8.2.4.13 The Bank would not return the bid documents to the SP's

8.2.4.14 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.

8.2.5 Changes to the tender document

8.2.5.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. 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 SP's about changes, if any.

8.2.5.2 The Bank may revise any part of the tender document, by providing a written addendum to all short-listed SPs 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.

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

8.2.5.4 SPs 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 General Manager, IT at the address mentioned in earlier, and should be received by the point of contact no later than the time specified in Section 1 of this document. Responses to inquiries and any other corrections and amendments will be distributed to all the SPs 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.

8.2.5.5 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 SP's and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

8.2.5.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all SP's for clarification



of their offer. The Bank has the right to disqualify the SP whose clarification is found not suitable to the proposed project.

- 8.2.5.7 The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any SP, and / or to listen to any representations.
- 8.2.5.8 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 8.2.5.9 SP presentation – SPs are requested to be prepared to make presentations and arrange for site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date for submissions of bids. The Bank will communicate a date and time to the SP any time after the last date for submission of bids.
- 8.2.5.10 Details of Sub-contracts, as applicable – If required by the Bank, SP’s 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.
- 8.2.5.11 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.
- 8.2.5.12 SP 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 it’s 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 9.10.
- 8.2.5.13 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.
- 8.2.5.14 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.

- 8.2.5.15 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. The SP shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the SP would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- 8.2.5.16 The Bank shall inform the SP all breaches and claims of indemnification and shall grant the SP sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the SP). The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the SP and SP shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.

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

For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the SP to its employees, its agents, contractors and sub contractors."

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



Near Site co-hosting - RFP

7.2.5.18 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 vendors. 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.



9. Terms of Reference

9.1 Contract Commitment

The Bank intends that the contract, which is contemplated herein with the SP, shall be for a period of FIVE years. The Bank at its sole discretion may enter into the 5 year contract for NEAR SITE co-hosting. The contract period will start from the date of acceptance of the site.

9.2 Payment terms

The SP must accept the payment terms proposed by the Bank. The financial bid submitted by the SP during the e-procurement process 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 SP, in case of delays or defaults on the part of the SP. Such withholding of payment shall not amount to a default on the part of the Bank.

The payment for Co-hosting of the Near Site 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 tender. Similarly, for the links the, per annum cost payable by the Bank for the links will be divided into 4 equal installments for the year and paid quarterly in arrears. For the Remote hands support, the payment will be done quarterly. SP shall provide the logs of the number of events logged & authenticated by the Bank for that quarter. Such invoices to accompany the invoice that will be raised for the Nearsite co-hosting and the links.

9.3 Acceptance of the site

The Bank will carry out the inspection of the NEAR SITE prior to accepting the site/s. 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 equipments, BMS equipments/tools etc.

9.4 Compliance with all applicable laws

The SP shall undertake to observe, adhere to, abide by, comply with and notify the 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 the 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 SP 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 SP.

This indemnification is only a remedy for the Bank. The SP 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.

9.5 Order cancellation

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

- ▶ Delay in site readiness and handing over the site to the Bank.
- ▶ Serious discrepancy in the quality of service / facility / security.
- ▶ In case of order cancellation, any payments made by the Bank to the SP would necessarily have to be returned to the Bank with interest @ 15% per annum, further the SP 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 SP. This is after repaying the original amount paid.

9.6 Indemnity

SP shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the SP, 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 tender document or breach of any representation or warranty by the SP, (iii) use of the allocated site and or facility provided by the SP, (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. The SP shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipments at all points of time, provided however, (i) the Bank notifies the SP in writing immediately on aware of such claim, (ii) the SP has sole control of defense and all related settlement negotiations, (iii) the Bank provides the SP with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the SP, except under due process of law or order of the court. It is clarified that the SP 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 service providers) rights, interest and reputation.

The SP's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- ▶ Non-compliance of the SP with Laws / Governmental Requirements
- ▶ IP infringement
- ▶ Negligence and misconduct of the SP, its employees, and agents
- ▶ Breach of any terms of tender document or Representation made by the service provider.
- ▶ Act or omission in performance of service.
- ▶ Loss of data due to SP provided facility.

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.

The SP shall not indemnify the Bank for

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

9.7 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 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 SP, 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.

9.8 Publicity

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

9.9 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.

9.10 Penalties and delays in Service provider's performance

The SP should provide uninterrupted facility to the Banks Nearsite IT equipments 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 7 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 7. 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

LIQUIDATED DAMAGES

The Bank will consider the inability of the SP 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 SP. 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. of the NEAR SITE Co-hosting proposal) by the SP.

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 SP 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.

9.11 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. 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 the 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 the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said SP.

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

“Confidential Information” means any and all information that is or has been received by the SP (“Receiving Party”) from the 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 the Bank with the SP to host Banks equipments at the site.
- (e) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.



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

1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
2. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
3. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - ▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - ▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - ▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
 - ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper



enquiries the requirements of this paragraph have been fully complied with.

5. The restrictions in the preceding clause shall not apply to:
 - a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
 - c. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
 - d. The confidentiality obligations shall survive the expiry or termination of the agreement between the SP and the Bank.

9.12 Force Majeure

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

9.13 Resolution of disputes

1. The Bank and the supplier SP shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank



- and the SP, any disagreement or dispute arising between them under or in connection with the contract.
2. If the Bank project director and SP project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the SP and Bank respectively.
 3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the SP and Bank, the Bank and the SP have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
 4. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Pune.
 5. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
 6. This tender document shall be governed and construed in accordance with the laws of India. The courts of Pune alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

9.14 Exit option and 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 SP to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract;
 - b. Delay in providing the site with complete readiness;
 - c. Serious discrepancy in functionality of any facility, which have an impact on the Bank's equipments at the co-hosting site;



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 SP.
3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the SP at more favorable terms in case such terms are offered in the industry at that time.
4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the SP should continue to provide the facilities to the Bank at the site.
5. 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 SP should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a service provider who will be responsible for all dealings with the SP regarding the delivery of the reverse transition services.
6. The reverse transition services to be provided by the vendor shall include the following:
 - a. The vendor shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the data center.
 - b. Vendor shall provide adequate documentation thereof.
 - c. The vendor shall jointly manage the data center with the bank or designated team for a reasonable period of time
 - d. The vendor shall assist the bank in relocation of disaster recovery site facility, if desired by the bank.
7. Knowledge transfer: The Vendor shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Vendor shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Vendor's Intellectual Property Rights of this Agreement.
8. Warranties:
 - a. All the warranties held by or in the name of the vendor shall be assigned or transferred as-is, in the name of the bank. The vendor shall execute any and all such documents as may be necessary in this regard.
 - b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
 - c. The vendor shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.



- d. The vendor recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the vendor agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the vendor under the scope, upon termination or expiration thereof, for any reason whatsoever.
9. The cost for reverse transition if any should be part of the commercial offer.
10. During which the existing SP would transfer all knowledge, know how and other things necessary for the Bank or new vendor to take over and continue to manage the services. The SP 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 SP 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 SP 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 vendors as would be required in the event of the shifting of the site

9.15 Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that SPs / 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 any thing 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 SPs (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 SP 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.

9.16 Waiver

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



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

9.17 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 SP 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.

9.18 Visitorial Rights

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

9.19 Termination

1. The Bank shall be entitled to terminate the agreement with the SP at any time by giving ninety (90) days prior written notice to the SP.
2. The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a. The SP 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 SP (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 SP shall have right to terminate only in the event of winding up of the Bank.

9.20 Effect of termination

1. The SP agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
2. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
3. The SP agrees that after completion of the Term or upon earlier termination of the assignment the SP 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. In case the bank wants to continue with the SP's facility after the completion of this contract then the SP shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
4. The Bank shall make such prorated payment for services rendered by the SP and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the SP is in compliance with its obligations till such



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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 SP.

5. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the SP 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.

10. Disclaimer

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

Annexure -1: Service Provider's Compliance to Technical requirement of Near site

SL.No.	Technical requirement	Compliance (Yes / No)	SP's comments
1	The Service Provider's proposed site is less than 25 Kms from the Bank's existing Data Centre.		SP to provide complete address of the proposed site in the SP's comment column
2	Clear space of 250Sq ft. to accommodate Bank's 4 numbers of 42u racks of approximate dimension (Width of 3Ft. X Depth of 4 Ft.). Layout of proposed space to be provided.		SP to provide the clear space area considered for the Bank in the SP comments column
3	The data center should have a load bearing capacity of minimum 750 Kg/ Sq mtr		
4	Freight Lift - The data centre should have a high capacity freight lift for ease of movement of Servers and High density Hw devices		
5	The server room area should have a raised floor height of 2ft		
6	The server hall height from raised floor to false ceiling should be at least 8ft		
7	Diesel Tanks (for generators) - The data centre should have high capacity diesel tanks for ensuring 24 hour power backup with contracts for fuel supply on demand		
8	The design for cooling infrastructure at the data centre should be in lines with standard guidelines to support high density cooling needs		
9	Redundant CRAC units to facilitate High density cooling needs		
10	The temperature in the server hall should be maintained at 20 +/- 5 deg C		
11	The humidity at the data centre should be maintained at 50 % +/- 5% RH.		
12	The server halls should have advanced fire detection & suppression system through systems like VESDA & FM 200 /FE 227 respectively		
13	The data centre should have microprocessor based system to detect water leakage within a short period of time		
14	The data centre should have electronic rodent control systems with operatability on varied frequency range		
15	Proposed SQUARE FOOT Caged area is 100 sq. feet. And will easily accommodate 3racks (42U - 3ft X 4 ftX 7 ft)		
16	A separate Cage dedicated for the Bank within the server room / Hall area		
17	Access card entry for the caged area		

18	Biometric Access to the common entry to the Server room/ Hall area should be available		
19	Security for the building to be available 24*7 at the entry / exit levels.		
20	Power should be available from two different power sources.		
21	Two separate power paths from the UPS to be provided to the server / network communication room.		
22	UPS should be configured in redundant mode.		
23	Power of approximate 12 KVA to the Bank's cage area in the server room. Additional power if required to be made available.		
24	32 amps and 64 amps power sockets will be made available by SP		
25	The proposed server room caged area should be well covered in the fire detection and suppression system.		
26	The building & Server room area should be provided with Water Leak detection system and fire alarm system.		
27	There should be CCTV monitoring for surveillance of the server hall area. The CCTV surveillance should cover Bank's Server caged area and other critical areas where Bank's components are placed. Activities to be recorded and the archival should be kept for at-least one month.		
28	The infrastructure should be of tier 3 standards.		
29	Entry & Exit should be restricted and monitored and should also be in CCTV surveillance coverage		
30	Smoke detection and fire suppression for the building to be available.		
31	Telecom junction box, multiplexers of various service providers to be available in and around the building.		
32	If the Telecom junction box, multiplexers of service provider from whom Bank would be getting the links is not available then the DC service provider should allow the commissioning of the same.		
33	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 equipments will be located.		
34	All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis or as the bank decides.		
35	The doors for the server room, communications room, and other critical areas beyond level 2 should be fire rated.		

36	The Server room / Hall area should have precision air conditioning with redundancy.		
37	The entire solution should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.		
38	99.982% Uptime is required for the DC Environmental Infrastructure.		
39	Gate passes to enter SP's premises for Bank's representatives- free of any cost		
40	Audit reports of people accessing the Server room should be available as and when required by Bank.		
41	Share the video monitoring data in case required by Bank		
42	Availability of 3 phase , 4 wire power system		
43	SP shall provide the electrical cabling required by the racks to be hosted in the data center		
44	Dedicated Fiber - 2Gbps with latency less than 2ms between DC & proposed near site location from Links service provider 1. Alternatively if the dedicated Fiber is not available the SP shall mention the alternative link proposed by them with 2Gbps bandwidth and less than 2ms latency.		SP to mention in the comment the type and Bandwidth of the links being provided
45	Redundant Dedicated Fiber - 2Gbps with latency less than 2ms between DC & proposed near site location from Links service provider 2. Alternatively if the dedicated Fiber is not available the SP shall mention the alternative link proposed by them with 2Gbps bandwidth and less than 2ms latency.		SP to mention in the comment the type and Bandwidth of the links being provided
46	Leased line link between DC and proposed Nearsite of 2Mbps from Link service provider 1		
47	Redundant Leased line link between the Bank's DC and proposed Nearsite of 2Mbps from Link service provider 2		
48	Leased line link between proposed Nearsite and Bank's DR site of 2Mbps from Link service provider 1 with Bandwidth on Demand facility from 2 Mbps to 100Mbps		SP to also mention the name of the links service provider
49	Redundant Leased line link between proposed Nearsite and Bank's DR site of 2Mbps from Link service provider 2. with Bandwidth on Demand facility from 2 Mbps to 100Mbps		SP to also mention the name of the links service provider
50	The Optional seating area provided to the Bank shall have the network connection facility available between the seating area and the Bank's caged Area		
51	The network link required between seating area and Bank's server caged area shall be provided within 2 hours of such request from the Bank		



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Annexure 2: Undertaking from Service provider on ownership of proposed premise or unexpired lease period on proposed site (on Service provider's letter head)

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 Nearsite for the bank (in case of owned site) OR

Undertaking of unexpired lease period on the proposed Nearsite 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 XX XXXX:

Near 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 Nearsite, is a leased premise vide lease agreement dated XX XX XXXX, 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



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Lease agreement dated:

Validity of the lease period:

Name of the lessor:

Unexpired lease period on RFP Response due date:

Please note that the sale agreement / lease agreement copies (whichever applicable) are enclosed herewith as supporting documents.

Kindly refer to us in case of any clarifications.

Warm Regards,

Authorised person's Name

Signature

Designation

Address

Email and phone #



Near Site co-hosting - RFP

Annexure-3 : Proforma of letter to be given by all the Vendors participating in the Near Site Co-Hosting Project on their official letterheads.

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

Sir,

Sub: Near Site Co-hosting

Further to our proposal dated XXXXXXXX, in response to the tender Document 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,

Authorised Signatory
Designation
Vendor's corporate name



Near Site co-hosting - RFP

Annexure 4: Proforma of letter to be given by all the vendors participating in the Near Site Co-Hosting Project on their official letter-head.

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

Sir,

Sub: Near Site Co-hosting

Further to our proposal dated XXXXXXX, in response to the tender Document (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 Appendix 2 Form A 02 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,

Authorised Signatory
Designation
Vendor's corporate name



Annexure 5: Eligibility criteria compliance for Near Site Co-hosting Facility

Eligibility Criteria for DC & DRC	Complied (Yes/No)	Supporting Required
The proposed Data Centre for Bank's Nearsite should be at least tier III.		Supporting document - publicly available information of the proposed data centre 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.
Must have provided Data center co-hosting facility to at least 10 Companies at any of their co-hosting sites in India.		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.
Of the above submitted credentials, there should be at least 2 credentials of Scheduled Commercial Banks in India who have co -hosted their data center or Near Site or disaster recovery site with the service provider at their data centre anywhere in India.		Credential Letter from Banks/System Integrator.
The SP should have at least two of the below certifications / compliance document out of which ISO 27001 or BS 7799 -3 certificate is compulsory.		
<ul style="list-style-type: none"> • ISO 27001 or BS 7799 – 3 Certified (Compulsory) 		For ISO – certification from Governing body.
<ul style="list-style-type: none"> • NFPA 70 & 75 		Compliance certificate from the concerned authority or implementer / facility builder.
<ul style="list-style-type: none"> • IS 1893:1984 Seismic Compliance 		Certification from governing body or compliance certificate from the implementer / facility builder.
<ul style="list-style-type: none"> • TIA 942 compliance (for at least two of the following – Architectural, electrical, cooling and network.) 		For TIA 942 compliance – compliance certificate from the implementer.
Should currently have an average annual turnover of at least Rs. 50.00 crores for last 2 financial years (i.e. 2007-08 and 2008-09).		Audited Financial statements for the financial years 2007-08 and 2008-09



Eligibility Criteria for DC & DRC	Complied (Yes/No)	Supporting Required
Must be net profit making entity continuously for the last three years, that is financial years – 2007-08 and 2008-09, 2009-10 (Provisional)		Audited Financial statements for the financial years 2007-08, 2008-09 and 2009-10 (Provisional duly signed by CFO/ CEO and CA)
The bidder must be the owner of the proposed data center provided to the bank or in case of leased premises, an unexpired lease period must be for 15 years from the RFP Response due date.		Undertaking as provided in Annexure 2 to the effect that the premises are owned / leased by the service provider with other details. Registered Lease agreement and registered sale agreement copies whichever applicable as supporting documents.
Operating for a minimum period of 3 yrs.		Certificate of Incorporation.

* Implementer stands for the organization involved in commissioning / installations of the specific facility.



Annexure 6: Service Provider Scoring chart - Technical evaluation

Sr. No.	Description	Maximum Score	Scoring Mechanism	Credentials
1	Compliance to Technical requirement	200	The Compliance factor will be scored.	Compliance to Annexure 1
2	Site visit	200		Site visit
3	Overall proposal, description of the facilities provided at proposed site - Technical bid	100		Documents submitted in Technical Bid
Total		500		

Note

1. The cutoff criteria of the above evaluation parameters is minimum 300 marks across all three above sections
2. In Section 1 - The SP must score a minimum of 80% compliance, even if the SP meets the 300 mark cut-off and does not meet this criteria of 80% compliance to section 1, the SP would have deemed not to be meeting the RFP Technical requirements.
3. This is for vendors' internal reference. Need not be submitted with Bid.
4. Vendors need to provide relevant credentials for all of the above points, for scoring.
5. Bank has the right to reassign the vendor provided score in the RFP, before scoring. This can be based on the feedback from Product site visits etc.
6. The overall proposal, description of the facilities provided at proposed site, etc. in Technical bid will be evaluated.



Annexure 7: SERVICE LEVEL DEFINITIONS for Data centre 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:

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

Where:

1. "Data Center / DC" means the facility propose by the Service provider to co-host Bank's equipments required to form the Bank's Near Site.
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 DC 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. The business hours are 6 AM to 11 PM on any calendar day the Bank's branch is operational. The SP however recognizes the fact that the Bank may require to access the facility beyond the business hours.
5. Critical and Key infrastructure of Data Center 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 Data Center 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>I. Critical</i>	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. LAN cabling j. Power k. Links between DC & Nearsite. l. Links between NS & DR	<ul style="list-style-type: none"> • During business hours - Within 10 minutes • Non - business hours - Within 2 hours or earlier
<i>II. Key</i>	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 4 hours or earlier

Service Levels:

Service Levels will include **Availability measurements & Performance 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 and associated SP performance measurement 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.



I. Availability Measurements:

Level	Type of Infrastructure	Measurement ¹	Expected Service Level
Critical	Links between DC – NS & NS -DR	Availability of links	99.99%
Critical	Environmental Infrastructure	Availability of Critical Environmental Infrastructure Elements.	99.98%
Key	Environmental Infrastructure	Availability of Key Environmental Infrastructure Elements	99%

II. Performance Measurements:

Performance measurements will normally be done on monthly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies. SP representative will assist Bank in performing Performance Measurements.

Type of Infrastructure	Measurement	Expected Service Level
Down time for servicing (excluding all links)	Each planned down - time for servicing (up gradation, repairs, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with the Bank	99 %

III. 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 performance 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.

¹ All individual elements under respective level and type will be aggregated to arrive at the service level.



For links Please refer to Annexure 9 - Service levels for the Links

For other infrastructure

A >= 99.98%	No Penalty
99% =< A < 99.98%	2 days equivalent of Charges for that years total Near Site Co-hosting amount, on a prorate basis
98% =< A < 99%	5 days equivalent of Charges for that years total Near Site Co-hosting amount, on a prorate basis
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.

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

Total Data center co-hosting charges to co-host Bank's Nearsite shall be as per the definition provided in Appendix 1 – Form A 01, Commercial Bid details.

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 Near Site Co-Hosting Charge is 'x' amount 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 years total Near Site Co-hosting amount, on a prorated basis

$$\begin{aligned} \text{Per Day Charge} & \quad 'x' / 365 & = y \\ \text{Penalty} & \quad 2 * y & = z \end{aligned}$$

Example 2:

96.2 % is the Availability achieved in a particular month and the yearly co-hosting charge is 'x' INR

$$\begin{aligned} 98 \% - 96.2 \% & = 1.80 \% \\ 1.80 / 0.1 & = 18 \text{ points penalty} \end{aligned}$$

$$\begin{aligned} & 1\% \text{ annual charge} \\ & = x/100 = y \end{aligned}$$

$$18 * y = \text{INR } z$$

FAULT REPORTING, TROUBLE TICKETING AND CALL CLOSURE PROCEDURE

- 1) The Bank personnel shall notify the Service Provider DC HELPDESK to report a Service Outage. The Service Provider DC 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



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shall be sent to the Bank, before taking the equipments 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.

Annexure 8: Bandwidth Requirement Details

From	To	type	Bandwidth (Mbps) Year 1	Bandwidth (Mbps) Year 2	Bandwidth (Mbps) Year 3	Bandwidth (Mbps) Year 4	Bandwidth (Mbps) Year 5	Remarks
DC	Nearsite	Leased Line	2	2	2	2	2	Leased line
DC	Nearsite	Leased Line	2	2	2	2	2	Leased line - Redundant Leased line link from different Link service provider
DC	Nearsite	Dark Fiber	2Gbps	2Gbps	2Gbps	2Gbps	2Gbps	Latency should be less than 2 millisecond.
DC	Nearsite	Dark Fiber	2Gbps	2Gbps	2Gbps	2Gbps	2Gbps	Redundant link from different Links service provider - Latency should be less than 2 millisecond.
Near site	DR	Leased Line	2	2	2	2	2	Primary link with Bandwidth on demand facility from 2 Mbps to 100Mbps
Nearsite	DR	Leased Line	2	2	2	2	2	Redundant Leased line link from different link SP with Bandwidth on demand facility from 2 Mbps to 100Mbps



Annexure 9: SERVICE LEVEL DEFINITIONS for Links between DC & Nearsite and Nearsite & DR

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:

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

Where as:

9. "Data Center / DC" means the facility propose by the Service provider to co-host Bank's equipments required to form the Bank's Near Site.
10. "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.
11. "IT infrastructure downtime" subject to the SLA, means accumulated time during which the DC 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.
12. The business hours are 6 AM to 11 PM on any calendar day the Bank's branch is operational. The SP however recognizes the fact that the Bank may require to access the facility beyond the business hours.
13. Critical and Key infrastructure of Data Center will be supported on 24x7 basis.
14. Outage shall commence when each or either fails.
15. If any one or more of the components defined in "Critical" at the Data Center 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.

16. Typical Resolution time will be applicable only if any equipment or Infrastructure is down.

LEVEL	Type of Infrastructure	Function / Technology	TYPICAL RESOLUTION time
<i>I. Critical</i>	Environmental Infrastructure	m. Links between DC & Nearsite. n. Links between NS & DR during DR drill / DR failover.	<ul style="list-style-type: none"> • During business hours - Within 10 minutes • Non - business hours - Within 1 hours or earlier as per business hours if business hours begin
<i>II. Key</i>	Environmental Infrastructure	Links between NS & DR	<ul style="list-style-type: none"> • During business hours - Within 30 minutes • Non - business hours - Within 4 hours or earlier as per business hours if business hours begin

Service Levels:

Service Levels will include **Availability measurements & Performance 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 and associated SP performance measurement for that period. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.



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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.



IV. Availability Measurements:

Level	Type of Infrastructure	Measurement ²	Expected Service Level
Critical	Links between DC – NS (All links)	Availability of links	99.99%
Critical	Links between DC – NS (only fibre of alternative data link)	Latency at all the times	Less than 1 millisecond
Key	Links between NS - DR	Availability of Key Environmental Infrastructure Elements	99%

II. Performance Measurements:

Performance measurements will normally be done on monthly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies. SP representative will assist Bank in performing Performance Measurements.

Note: The latency of links between DC & NS sites should be always less than 2 milliseconds as this will be used for the synchronous replication. If the latency is more than 2 milliseconds then this will be treated as the unavailability of the link and the penalty will be calculated as provided in example 3 below.

² All individual elements under respective level and type will be aggregated to arrive at the service level.



Penalty Charges

Inability of the links to deliver the required functionality at performance levels expected & detailed under the above clauses would result in breach of contract and would invoke the penalty clause.

For links uptime (all the links)

A >= 99.99%	No penalty
99% = < A < 99.99%	2 days equivalent of Charges for that years total link charges, on a prorate basis
98% = < A < 99%	5 days equivalent of Charges for that years total link charges, on a prorate basis
A < 98%	Penalty at the rate of 1% of annual link 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.

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

Total Data center co-hosting charges shall be as per the definition provided in Appendix 1 – Form A 02, Masked Commercial Bid details and to be bid during the e-Procurement process.

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 Year-2 link Charge are Rs.Z and the SP achieves an Availability of 99.6% in the month of May (31 days) on Year-2.

Penalty to be levied 2 days equivalent of Charges for that years total Near Site Co-hosting amount, on a prorate basis

$$\begin{aligned} \text{Per Day Charge} & \quad Z / 365 = X \\ \text{Penalty} & \quad 2 * X = Y \end{aligned}$$

Example 2:

96.2 % is the Availability achieved in a particular month and the yearly link charge is Rs. Z

$$\begin{aligned} 98 \% - 96.2 \% & = 1.80 \% \\ 1.80 / 0.1 & = 18 \text{ points penalty} \end{aligned}$$

$$\begin{aligned} & 1\% \text{ annual charge} \\ & = Z * 1/100 = X \end{aligned}$$

$$18 * X = Y$$

Example 3:

If the Y2 link Charge is Rs. Z and the SP achieves an Availability of 99.99% in the month of May (31 days) on Y2. However, the Latency is less than 2 millisecond for 0.39% during that month. Then the link Availability will be considered as (99.99%-0.39% = 99.60%)

Penalty to be levied 2 days equivalent of Charges for that years total Near Site Co-hosting amount, on a prorate basis

$$\begin{aligned} \text{Per Day Charge} & \quad Z / 365 = X \\ \text{Penalty} & \quad 2 * X = Y \end{aligned}$$



FAULT REPORTING, TROUBLE TICKETING AND CALL CLOSURE PROCEDURE

- 6) The Bank personnel shall notify the Service Provider DC HELPDESK to report a Service Outage. The Service Provider DC HELPDESK shall have a Trouble Ticket opened for the Bank and Bank shall quote the Trouble Ticket Number in all future communication.
- 7) Upon opening of a Trouble Ticket, Service Provider shall investigate the reported Service Outage and shall promptly rectify the same.
- 8) 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 equipments in maintenance.
- 9) Any call, which is not resolved within 10 minutes of reporting, must be informed to Bank.
- 10) 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.



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Appendix1 Form 02: Masked Commercial Bid (Without commercials)

	Recurring 5 Year
Near Site co - hosting Charges (5 Years)	0
Link charges	0
Seating space (Optional)	0
TOTAL COST OF TENDER	0

Note : The **Grand Total** Cost needs to flow to relevant sections to this sheet

The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
The vendor has to ensure no prices are quoted in the masked bill of materials



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Near Site co - hosting Charges (5 Years)

SL.No.	Items	YEAR 1			YEAR 2			Year 3			YEAR 4			YEAR 5			TOTAL
		Qty	Unit Rate	Amt	Qty	Unit Rate	Amt	Qty	Unit Rate	Amt	Qty	Unit Rate	Amt	Qty	Unit Rate	Amt	AMT
1	Near Site Hosting / Co-Hosting Charges (per sq. feet)	100		0	100		0	100		0	100		0	100		0	0
2	Power (KWH or units per annum)	96000		0	96000		0	96000		0	96000		0	96000		0	0
3	32 amps single phase sockets	6		0	0			0			0			0			
4	32 amps three phase sockets	2		0	0			0			0			0			
5	One time expense			0	0			0			0			0			
6	Remote Hands support (per event)	20		0	20		0	20		0	20		0	20		0	0
4	One time expense			0													0
	Total																0

Note:

1. For each of the above items provided the vendor is required to provide cost for every line item.
2. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity p
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.To be supplied as per RFP requirements provided in the tender
5. The Near Site 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.
6. Activities such as caging, electrical work (including power sockets), extension of links from network communication room to server cage area, etc needs to be factored in the "Onetime expense" .
7. The quantity provided by the Bank are indicative and will be considered for bid evaluation purposes only. Bank will place the order on the basis of their actual requirement and the unit rate will be considered accordingly.



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8. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
9. The price quoted by the service provider shall be all inclusive, that is inclusive of all taxes and levies, excluding service tax (and applicable levies on service tax like education cess, etc) as applicable, which will be paid by the bank.
10. For items such as "One time expense", "32 amps single phase sockets", "32 amps three phase sockets", the vendor shall only provide for the costs for year 1. The cost for the sockets would be used by the Bank for any further additions / deletions to the quantities on a pro-rata basis for the period of the contract
11. The factor used for conversion from KVA to KW is 0.9.



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Link Charges

SL.No.	Items	Type of Link	YEAR 1			YEAR 2			Year 3			YEAR 4			YEAR 5			TOTAL
			Qty	Unit Rate	Amt	Qty	Unit Rate	Amt	Qty	Unit Rate	Amt	Qty	Unit Rate	Amt	Qty	Unit Rate	Amt	AMT
1	Datacenter - Near site	Fiber	2		0	1		0	1		0	1		0	1		0	0
2	Datacenter - Near Site (different service provider)	Fiber	2		0	1		0	1		0	1		0	1		0	0
3	One time implementation cost for Fiber connections		1		0													
4	Datacenter - Near site	Leased line	1		0	1		0	1		0	1		0	1		0	0
5	Datacenter - Near Site (different service provider)	Leased line	1		0	1		0	1		0	1		0	1		0	0
6	One time implementation cost for DC-NS leased line links		1		0													
7	Near Site - DR Site (with on demand Bandiwdth requirement from 2 Mbps to 100Mbps)	Leased line	1		0	1		0	1		0	1		0	1		0	0
8	Near Site - DR Site (different service provider) (with on demand Bandiwdth requirement from 2 Mbps to 100Mbps)	Leased line	1		0	1		0	1		0	1		0	1		0	0
9	One time implementation cost for NS- DR lease line links		1		0													0
Total																		0



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Note:

1. For each of the above items provided the vendor is required to provide cost for every line item.
2. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor 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 the Bank that the said item is provided to the Bank without any cost.
6. The quantity provided by the Bank are indicative and will be considered for bid evaluation purposes only. Bank will place the order on the basis of their actual requirement and the unit rate will be considered accordingly.
7. Vendor to consider the Bandwidth requirement provided in Annexure 8 of the tender document and quote for year on year cost w.r.t Bandwidth requirement for each link
9. For items such as "One time expense", the vendor shall only provide for the costs for year 1.



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Seating space (Optional)

SL.No.	Items	YEAR 1			YEAR 2			Year 3			YEAR 4			YEAR 5			TOTAL
		Qty	Unit Rate	Amt	Qty	Unit Rate	Amt	Qty	Unit Rate	Amt	Qty	Unit Rate	Amt	Qty	Unit Rate	Amt	AMT
1	Seating space (per day)	3		0	3		0	3		0	3		0	3		0	0
	Total																0

Note:

1. The seating space cost should include the network connectivity for each of the 3 desktops from the seating area to the Bank's Server caged area, power connections, cabinet for each seat.
2. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor 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 the Bank that the said item is provided to the Bank without any cost.
4. To be supplied as per RFP requirements provided in the tender
5. The quantity provided by the Bank are indicative and will be considered for bid evaluation purposes only. Bank will place the order on the basis of their actual requirement and the unit rate will be considered accordingly.
6. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.



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Appendix 2 Form A 01: Cover Letter (Technical Offer)

Date

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

Dear Sir,

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

Dated this.....by20

Authorized Signatory

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

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



Appendix 2 Form A 02: Queries on the Terms & Conditions, Services and Facilities provided:

[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 Scope of work, Approach, Work plan, Personnel schedule, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

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

Dated:

Authorized Signatory

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



Appendix 2 Form A03: Technical Bid/Commercial Bid - Table of Contents

Section #	Section Heading	Proforma Given
1.	Eligibility Criteria	Annexure 5
2.	Cover Letter – Technical Offer	Appendix 2 Form A 01
3.	Bid Security	
4.	Bid Security Undertaking	Appendix 2 Form A 04
5.	Tender Cost	
6.	Executive Summary	
7.	Technical compliance	Annexure 1
8.	Technical Offer Descriptive	
9.	Data centre Tier III and other relevant certifications	
10.	Detailed Methodology for providing Datacenter to co-host Bank's Nearsite	
11.	Conformity with Hardcopy Letter	Annexure 3
12.	Conformity Letter	Annexure 4
13.	Masked Commercial Bid (without commercials)	Appendix 1 Form A 02
14.	Query format / Comments on Terms and conditions and Terms of reference	Appendix 2 Form A 02
15.	Guidelines, Terms & Conditions and Process Flow for e-Procurement Auction	Annexure 8
16.	Any other Information as requested in the tender document	

Dated:

Authorised Signatory

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



Appendix 2 Form A 04: BID SECURITY FORM
(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

TO:

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

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (*date of submission of bid*) for providing Near Site hosting facilities in response to Bank of Maharashtra's Request for Proposal (RFP) No. _____ (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE _____ (*name of bank*) of _____ (*name of country*) having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto Bank of Maharashtra (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - (a) fails or refuses to execute the mutually agreed Contract Form if required; or
 - (b) fails or refuses to furnish the Performance Bank Guarantee, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.



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This guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) The total liability of Bank under this guarantee shall be limited to Rs. 5,00,000/- (Rupees Five Lakhs only) only.

Place :

SEAL

Code No.

SIGNATURE.

NOTE:

1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.



ANNEXURE 10: GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION

Introduction:

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

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:

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. Whereever 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/ empanelled 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 decrementally 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 8 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 total value (D) of Annexure 8 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.50000/-.
- ii. The bid decrement value shall be in multiples of Rs. 50000/-.
- 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 (sl. no. 1 to 6) of Annexure 8 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-8 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.
- b. The auction type is English Reverse No Ties.
- c. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 5 minutes of Auction closing, the Auction time will get extended for another 5 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 5 minutes of the last quote of such extended time. Total number of the extensions is restricted to maximum 10.
- d. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.



- e. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- f. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- g. Bidding will be conducted in Indian Rupees (INR).
- h. The bidder has to quote the total cost of items mentioned in Annexure 5 of RFP (Line item Nos 1 and 2). Bank will arrive at TCO as per the format mentioned in the Annexure 5 after closure of bidding.
- i. The TCO arrived by the Bank after closure of reverse auction is final and shall be accepted by the L1 bidder.
- j. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- k. 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.
- l. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP 092010, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- m. Only those bidders who are technically qualified and competent to provide the required solution as per RFP 092010 are only eligible to participate in Reverse Auction Process.
- n. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.
- o. All other terms and conditions of the RFP no. 092010 remain unchanged.



FORMAT A - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 092010 for participating in the E Procurement Auction (Reverse Auction):

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 092010 for "Data Center to Co-host Bank's Near Site " in connection with the reverse auction event held by BANK OF MAHARASHTRA & to be conducted by *Synise Technologies Ltd.*
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the auction rules on participation at the bid event. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. It has brought to our attention that the bid event will be primarily only for price discovery. We have communicated our acceptance to the terms and conditions of RFP 092010.
5. We agree not to divulge either our bids or those of other suppliers to any other external party.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of *Synise* or BANK OF MAHARASHTRA. However every effort will be made to ensure availability of technology resources to enable continuous bidding.
8. *Synise* does not take responsibility beyond the bid event. Order finalization and post order activities such as shipment, payment, warranty etc would be transacted directly between us and BANK OF MAHARASHTRA.
9. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance, Online Auction Results and Actual Compliance of Agreed Specifications. However, Auction result is a critical factor in the decision-making process.
10. Our participation in a bid event is by invitation from BANK OF MAHARASHTRA. Any other suppliers, including those registered on *Synise* do not automatically qualify for participation.
11. Pseudonyms (aliases) will be assigned to respective suppliers just before the commencement of the bid event. These are not to be disclosed before, during or after the bid event.
12. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
13. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid by *Synise* in consultation with



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- BANK OF MAHARASHTRA. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
14. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel or re-open the auction.
 15. We shall indemnify and hold *Synise*, its subsidiaries, its successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any manufacturing defect in the Products or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
 16. *Synise*, any of its related companies, any of its owners, employees or other representatives will not be liable for damages arising out of or in connection with the use of the website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
 17. *Synise* does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of *Synise's* control.
 18. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
 19. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
 20. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

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

Name:

Stamp:

Designation:
Date:

Place:

Organization:

Signature: