

REQUEST FOR PROPOSAL FOR
Website Revamping / Redesigning and Hosting
Ref: BOI: HO: IT: WEB: 001
Dated 24.05.2011

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1: INVITATION TO BID

Bank of India invites, from service providers, sealed Bids for revamping/redesigning and hosting of Web site for the Bank. The bidder should ensure that they satisfy the eligibility criteria given below.

Eligibility criteria

- 1.The solution provider should have turn-over of minimum Rs.1crore during financial year (2010-11).
- 2.The solution provider should be a profit-making firm for the last three years (2008-09, 2009-10, and 2010-11).
- 3.The solution provider should have proven and field-tested technology already in operation and should have experience of maintenance / designing/development of Website, for PSU Banking websites, for at least five years.
- 4.The solution provider should have full-fledged development and support center in Mumbai, (Merely Marketing or a Representative Office will not be qualified)
- 5.The solution provider should have developed and maintained minimum 2 interactive and bi-lingual websites for PSU Banks / Financial Institutions and must be in operations as on date. Development experience of site in regional languages will be added advantage. Also the solution provider should have experience of at least one website of Public Sector Bank / Financial Institute, involving designing / migration as per WCAG 2.0 guidelines (Level 'A' & Level 'AA' or above)
- 6.The solution provider should revamp/redesign/host the local website of Bank of India as well as the Global websites.
- 7.The solution provider must have proven experience in development of operational web based software for Banks.
8. The Data Centre (DC)/DR where the websites will be hosted should be ISO 27001 certified and should follow all the ISO process.

The Bidding Document may be obtained from the Bank as under:

Date and Time of commencement of inspection / Sale of Bid Document	26/05/2011
Last date for requesting any clarification	06/06/2011 UPTO 03.00 pm.
Pre - bid Meeting at Head Office, IT Department, BKC, Mumbai 51	10/06/2011 from 10.30 am to 12.30 pm.
Last Date and Time for Receipt of	20/06/2011 by 3.00 p.m. on that day.

RFP – Website Revamping / Redesigning and Hosting	
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Bids at Bank of India(Address as given below)	
Date and Time of opening of Technical Bids	30/06/2011 by 11.00 am.
Date and time of opening of Price Bids	Will be advised separately.
Contact Person	Shri Ashutosh Mishra Chief Manager Ms Varsha Patkey, Officer
Address for Communication and submission of bid.	Deputy General Manager Information Technology Department, 8 th Floor, Star House, C-5, G-Block, Bandra Kurla Complex, Bandra East, Mumbai – 400 051. Phone Numbers: 022 – 6668 4887 Fax Number: 022 – 6668 4890 Email: Mishra.ashutosh@bankofindia.co.in
Bid Document Availability	Bidding document can be downloaded from website

6. A two-envelope bidding procedure (Technical Bid & Price Bid) will be followed.

Further, Service Provider should submit along with the Technical Bid, a detailed list of all components that are required for the successful functioning of the Web site to be hosted, **without mentioning repeat, without mentioning the price of the components (Masked Price Bid).**

The price bid should be submitted separately as part II in a separate envelope.

7. Bid Security must accompany all Bids as specified in the Bid document.

8. A non-refundable bid amount of Rs. 10,000/- to be paid by means of a demand draft / pay order favoring “Bank of India, Website project - RFP” payable in Mumbai.

The Bank reserves the right to accept or reject, in part or full, any or all the Bids, without assigning any reasons therefore.

2. Bank's Existing Web Site

2.1 General

Bank already has a web site hosted as www.bankofindia.co.in which is developed using ASP .Net technology. It has links to our Internet banking site, foreign branches websites, tender uploading module, branch locator, online application submission etc.

2.2 This web site is Multilingual (Hindi and Marathi other than English)

2.3 Bank's wishes to revamp/redesign this existing web site on .net/PHP/java/Sharepoint technology with additional modules, details of which are given in the Annexure 6.1(c).

3. INSTRUCTIONS FOR BIDDERS (IFB)

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3. INSTRUCTIONS FOR BIDDERS (IFB)

A. Introduction

3.1 General

- 3.1.1 The Bank wishes to revamp/redesign its existing web site for better look and feel of the site with enhanced features.
- 3.1.2 Web site will be hosted on a dedicated server in a data center which is at least of tier III category and situated in Mumbai and a dedicated DR Server on a different seismic Zone. Both the servers will be dedicated with minimum configurations as mentioned in Part 6.1(b) of this document.

3.2. Broad Scope of Work

- 3.2.1 A Bidder should be a Service provider who should be able to redesign/revamp and host the website to give an uptime of 99.9%. The service provider along with web site should manage and maintain Web Server, software and networking equipments used to host the website.
- 3.2.2 The revamped website will have to be WCAG 2.00 Level AA Compliant.
- 3.2.3 Interactive modules to be added with functionalities which will be used by existing and prospective customers.
- 3.2.4 Any other software component required in connections with the work will be supplied and maintained by the service provider.
- 3.2.5 Detail scope work is given in Part 5 and Part 6 of this document.
- 3.2.6 Bank will review and evaluate the performance of the Bidder on all aspects of implementation of proposed end-to-end Website redesigning/revamping and hosting during contract period. In case the bank is not satisfied with the performance of the Bidder and/or with the services being provided by Bidder, bank reserves the right to impose penalty on the Bidder or cancel the contract and/or invoke Bid security/performance Guarantee.
- 3.2.7 The service provider should provide minimum 8 mbps dedicated bandwidth.

3.3 Consortium

- 3.3.1 The service provider may host the server in a data center owned by them or in a third party data center. If third party data center is offered then the service provider should have a business relationship of at least 2 years with back-to-back agreement to ensure that the web site has an uptime for 99.9% and also should provide a copy of agreement to the bank.
- 3.3.2 The service provider will be one point contact to provide all the services for the Website to be hosted. However service provider will provide the Bank details of The Data center and should ensure that it complies with the standards given in annexure 6.1.

3.3.3 The Data center must have at least two web sites hosted and continues to be in successful operation for Private/PSU or Foreign Bank in India.

3.3.4 The Bank also reserves the right to inspect such installation/s while evaluating the Technical Bid. The vendor should obtain necessary permissions and bear all the expenses in this regard.

3.4 Eligible Products and Services

3.4.1 All systems and related services to be supplied under the Contract shall have their origin in countries allowed as per the prevailing Import Trade Control Regulations in India.

3.4.2 For purposes of this clause, “origin” means the place where the products are produced, or the place from which the related services are supplied. Products are produced when a commercially - recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.4.3 The origin of products and services is distinct from the nationality of the Bidder.

3.5 Cost of Bidding

3.5.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. The Bidding Documents

3.6.Content of Bidding Document/s

3.6.1 The products required, Bidding procedures, and contract terms are prescribed in the Bidding Documents. The Bidding Documents include:

- (a) PART 1 - Invitation To Bid (ITB)
- (b) PART 2 - Bank's Existing Web site (BEW)
- (c) PART 3 - Instruction For Bidders (IFB)
- (d) PART 4 - Terms and Conditions of Contract (TCC)
- (e) PART 5 - Technical & Functional Specifications (TFS)
- (f) PART 6 - Bid Forms, Price Schedules and other forms (BF)
- (g) PART 7 - Schedule of Dates, Amounts, etc. (SDA)

3.6.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.7 Clarification of Bidding Document/s

- 3.7.1 Bidder requiring any clarification of the Bidding Document may notify the Bank in writing or by Fax at the address / fax number / e-mail indicated in Invitation to Bid.
- 3.7.2 A **pre-bid meeting** is scheduled on 10.06.2011 from 10.30 am to at 12.30 pm. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be communicated to all the Bidders.

3.8 Amendment of Bidding Document/s

- 3.8.1 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document/s, by amendment.
- 3.8.2 All prospective Bidders will be notified of the amendment, if any, by Bank hosting the same on the Bank's website which will be final and binding on all the bidders. It will be the responsibility of the bidders to regularly visit the Bank's website for any amendments from time to time and respond accordingly. The Bank will give no other intimation.
- 3.8.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

C. Preparation of Bids

3.9 Language of Bid

- 3.9.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

3.10 Documents Comprising the Bid

- 3.10.1 Documents comprising the Technical Bid Envelope, should be:

- a) Bid Form as per Format 6.1.1 completed in accordance with the clauses in the Bid and duly signed by the authorised signatory(ies) ;
- b) Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform the contract as per Clause 3.14 of the Bidding Document if its Bid is accepted;
- c) Documentary evidence establishing that the products, systems and ancillary services to be supplied by the Bidder are eligible products and services and conform to Part 5 of the Bidding Document;

- d) **Bid security for Rs.2.00 lacs** furnished as specified in Clause 3.16 herein.
- e) Details of Projects Handled / Referral Letters as per Clause 3.3.2
- f) A Non-disclosure Agreement as per Format 6.2
- g) Manufacturers'/Producers' Authorization form as per Format 6.8 (where applicable)
- h) Service Support Details Form, as per Format 6.11
- i) Additionally a **Masked price bid should be kept with the Technical bid** listing all the components as listed in the Price Schedule **without indicating the price** in another separate closed / sealed cover. **Please note that no price should be mentioned in this format.**
- j) A detailed Bill of Material listing all the components with part nos, quantity, make, model version, etc.
- k) Confirmation as per clause 3.15.3 (c)

While submitting the Technical Bid, literature on the software/hardware if any, should be segregated and kept together in one section/lot. The other papers like Bid Security, Forms as mentioned above, etc. should form the main section and should be submitted in one lot, separate from the section containing literature and annual accounts.

3.10.2 Documents comprising Price Bid Envelope, should be:

- a) A Full Price Schedule of the hosting website comprising of the solution, hardware and services (Format 6.3) in one separate closed sealed cover.
- b) The Bid as per Format 6.1.2 as furnished in the Bidding Documents duly signed by the Bidder and completed.
- c) Price bids containing any deviations or similar clauses will be summarily rejected.

3.11. Bid Form

- 3.11.1 The Bidder shall complete both the two Envelopes of the Bid Form furnished in the Bidding Document separately, indicating the products to be supplied, a brief description of the products, their country of origin, quantity and prices and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.

3.12. Bid Prices

3.12.1 The prices indicated in the Price Schedule shall be entered in the following manner:

- a) The total price quoted must be the cost of providing the solution and services for installation, testing and commissioning of the Solution and warranty, all applicable taxes, duties, levies, charges etc., as also cost of incidental services **such as** transportation, insurance, etc., but **exclusive** of Sales tax, Service TAX and /or VAT payable and also exclusive of Octroi or entry-tax or such similar tax, payable to Local Government / Municipal authorities.
- b) The cost of Annual Maintenance service, for a period as mentioned in Clause 7.13 on yearly basis after the expiry of warranty period.

3.12.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.13. Bid Currencies

3.13.1 Bids are to be quoted in Indian Rupees only.

3.14 Documents Establishing Bidder's Eligibility and Qualifications

3.14.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract, if its Bid is accepted.

3.14.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:

- a) That, in the case of a Bidder offering to supply products, services and/or Systems under the Contract which the Bidder did not produce or own, the Bidder has been duly authorized as per authorization format 6.8 given in the Bid, by the products' Producer to supply the products and/or Systems and/or service provider to agree to render the services in India;
- b) In the above case, the bidder must also have a back to back agreement with the vendor/service provider which should include amongst other the readiness of the vendor **to provide required uptime, agreement to provide the necessary support for at least 5 years(1 year warranty + 4 years), readiness to enter into an escrow agreement with bank, etc.** Documentary proof copy of agreement with Data Centre (if the bidder proposes to host the server at a third party data centre) to be made available in the technical bid.

- c) that the Bidder has the technical and production capability necessary to perform the Contract as per format 6.10 (Organization Profile);
- d) that adequate, specialized software expertise are already available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation and maintenance of the Web site during the warranty period and provide necessary maintenance services after end of warranty period, for a period mentioned in Clause 7.7 & 7.13.

3.15. Documents Establishing Eligibility of Products and Conformity to Bidding Documents

3.15.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all products and/or System and/or services which the Bidder proposes to supply under the Contract.

3.15.2 The documentary evidence of the eligibility of the products and/or System and/or services shall consist of a statement (attached to the Price Schedule) of the country of origin of the products and/or System and/or services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

3.15.3 The documentary evidence of conformity of the products and/or System and/or services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristics of the products and/or Systems as mentioned in Format 6.3 (Price Schedule);
- b) an item-by-item commentary on the Technical & Functional Specifications given in the Bid, demonstrating substantial responsiveness of the products and/or System and/or services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical & Functional Specifications; and
- c) a confirmation that, if the Bidder offers systems and/or other software produced by another company, such software operates efficiently on the system proposed by the Bidder; and the Bidder is willing to accept responsibility for its successful operation.

3.16. Bid Security

3.16.1 The Bidder shall furnish, as part of its Bid, a Bid security in Clause 3.10.1 (d).

3.16.2 The Bid security is required to protect the Bank against the risk of Bidder's conduct, which would warrant the security's forfeiture.

3.16.3 The Bid security shall be denominated in Indian Rupees and shall be in one of the following forms:

A bank guarantee issued by a nationalised / public sector bank in India, acceptable to the Bank, in the form as per format 6.4 provided in the Bid, valid for forty-five (45) days beyond the validity of the Bid

OR

A Banker's Cheque/Demand Draft, issued by a nationalised/public sector bank in India, drawn in favour of Bank of India and valid for a period of six months.

Any Bid not secured, as above will be rejected by the bank, as non-responsive.

3.16.4 Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than sixty (60) days after the expiration of the period of Bid validity.

3.16.5 The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract and furnishing the performance security as per format 6.6.

3.16.7 The Bid security may be forfeited:

- a) If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
- b) If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or
- c) In the case of a successful Bidder, if the Bidder fails;
 - (i) To sign the Contract;
 - or**
 - (ii) To furnish Performance Security as mentioned in clause 3.33 herein.

3.17 Period of Validity of Bids

3.17.1 Bids shall remain valid for a period mentioned in Clause 7.2, from the date of opening of the Bid. A bid valid for a shorter period shall be rejected by the bank as non-responsive.

3.17.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.

3.18. Format and Signing of Bid

3.18.1 Each Bid should be in two parts –

Part I covering the **Technical and Masked Price Bid** (i.e Price bids without any price), BoM and Qualification aspects hereinafter referred to as **"Technical Bid"**.

Part II covering only the price schedules hereinafter referred to as the **"Price Bid"**.

The two parts should be in two separate covers each super-scribed with the name of the Project mentioned in the Invitation to Bid, Bid No., as well as "Technical Bid" and "Price Bid" as the case may be, as detailed below. The superscription should also cover details regarding the project etc., as required vide clause 3.19 below.

3.18.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.18.3 Any inter-lineations, erasures or overwriting shall be valid **only** if the person signing the Bids initials them. The bank reserves the right to reject bids not confirming to above.

D. Submission of Bids

3.19. Sealing and Marking of Bids

3.19.1 The Bidders shall seal the envelopes containing "Technical Bid" and "Price Bid" separately and the two envelopes shall be **enclosed and sealed in an outer envelope**.

3.19.2 The inner and outer envelopes shall:

- a) be addressed to the Bank at the address given; and
- b) Bear the Project Name "**Revamping/redesigning and Hosting Web Site-Technical bid**" and "**Revamping/redesigning and Hosting Web Site-Price bid**".
- c) All envelopes should indicate on the cover the name and address of the Bidder.

3.19.3 If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

3.20. Deadline for Submission of Bids

3.20.1 Bids must be received by the Bank at the address specified, not later than the date & time specified in the Invitation to Bid.

3.20.2 The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.21. Late Bids

3.21.1 Any Bid received by the Bank after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

3.22. Modification and Withdrawal of Bids

3.22.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

3.22.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

3.22.3 No Bid may be modified after the deadline for submission of Bids.

3.22.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

E. Opening and Evaluation of Bids

3.23 Opening of Bids by the Bank

3.23.1 The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite Bid Security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the Bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

3.23.2 Bids (and modifications sent) that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.24. Clarification of Bids

3.24.1 During evaluation of the Bids, the Bank, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

3.25 Preliminary Examination

3.25.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

3.25.2 The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

3.25.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a substantially responsive Bid is one, which confirms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security, Applicable Law, Performance Security, Qualification Criteria, Insurance, Warranty, AMC and Force Majeure will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical & functional parameters including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.

3.25.4 If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The technical evaluation will take into account the capability of the bidder to implement the proposed solution.

3.25.5 Only those bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness and about the revised/updated Technical & Functional Specification (if any) arising out of normalization (if any). In case of normalization and/or revision, they would also be advised to submit fresh “Price Bid” which should either be equal to or less than the Prices quoted in the Original Price Bid.

3.26. Evaluation and Comparison of Price Bids

3.26. Evaluation and Comparison of Price Bids

3.26.1 Bill of Materials (Masked Price schedule) submitted along with Technical Bid will be first evaluated and if the bank, during the evaluation, deems it fit, may request bidder to revise the bill of materials submitted at the same price originally quoted in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise, the price bid submitted will be considered non-responsive and accordingly rejected.

3.26.2. The Bank may use the services of external consultants for bid evaluation

3.26.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

3.26.4 The Bank's evaluation of a Price Bid will take into account, in addition to the Bid price quoted, one or more of the following factors:

- a) deviations in payment schedule from that specified;
- b) delivery schedule offered in the bid;
- c) the annual maintenance costs;
- d) Other specific criteria indicated in the Bid and/or in the Technical & Functional Specifications.

3.26.5 Evaluation Criteria

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution that appropriately meets the business requirements of the bank. The bid would be first evaluated on technical soundness and then on the financials. The system Integrator needs to cover the entire functional requirement as given in RFP.

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of professional competence and the price quoted. The Proficiency Assessment and the Commercial Assessment shall have the weightage of 70% and 30% respectively for evaluation, and these weightage shall be taken into consideration for arriving at the **Successful Bidder**. The assessment methodology vis-à-vis the weightages are as under:

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between words and figures, the amount in words will prevail. If the Successful Bidder does not accept the correction of the errors, its Bid will be rejected, and its Bid Security may be forfeited.

3.26.6 Assessment Methodology

A. Proficiency Assessment

(a) Technical Proposal Evaluation (S) would carry 70 marks as per the Specification given in clause 5 for RFP.

Full marks i.e. 70 will be awarded to the bidder scoring the highest marks as per the Technical and System integrator Proposal Evaluation. Marks to the other bidder will be awarded in proportion to the marks scored vis-a-vis the highest bidder. Thus the other bidder will get marks < 70.

B. Commercial Assessment

Full marks i.e. 30 will be awarded to the bidder quoting the lowest price. Marks to the other bidder will be awarded in proportion to the price quoted vis-a-vis the lowest bidder. Thus the other bidder will get marks < 30.

C. Overall Assessment for calculation of Successful Bidder

Marks Scored in A i.e. Proficiency Assessment and B Commercial Assessment will be added and a bidder scoring highest marks will be declared as the successful bidder.

Technical Evaluation Scores” (S) – The System Integrator would be required to provide an appropriate score to each requirement requested in the functional/technical/System Integrator requirements given in RFP. System Integrator needs to give a demo/presentation/site visit on the entire solution provided including DC/DR proposed to the bank for verifying the availability of requirements provided in the solution and based on this the Bank may correct the

System integrator scores if required.

The **total score** for **Proficiency Assessment** would be derived by: **TS = $\sum S$** .

70 marks will be awarded to bidder scoring highest TS.

30 marks will be awarded to the bidder quoting the lowest price.

(Once the technical bids received are be evaluated, the bank would have short-listed the System Integrators, who qualify for further evaluation. The bank may request further clarifications, presentations etc.)

3.26.7 For factors retained in the Bid, one or more of the following quantification methods will be applied:

(a) Delivery Schedule:

The products and/or Systems and/or Services covered under this invitation is to be supplied, installed and commissioned within the period mentioned in 7.14. No credit will be given to early deliveries. An adjustment of 0.5% of the Bid price per week or part of week will be added for evaluation of Bids offering delayed deliveries.

(b) Deviation in payment schedule.

The TCC Clause 4.18 stipulates the payment schedule offered by the Bank. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Bank, the Bid will be evaluated by calculating interest earned for any early payment involved in the terms outlined in the Bid as compared with those stipulated in this invitation, at the rate of 18% per annum.

(c) Quotation of Prices for all Items.

The Bidder should quote for complete consignment of items proposed/listed in this Bid. In case, prices are not quoted by any Bidder for any specific item / Product / service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that product /service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that product /service will be reckoned. This shall be binding on all the Bidders.

3.27 Contacting the Bank

3.27.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time the Contract is awarded.

3.27.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

F. Award of Contract

3.28. Post-qualification

3.28.1 All the bids after their evaluation on the parameters mentioned above would be arranged in descending order and the contract would be awarded to the bidder whose bid has been evaluated to be the highest evaluated bid.

3.29. Award Criteria

3.29.1 The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the highest evaluated Bid.

3.30. Bank's Right to Accept Any Bid and to reject any or All Bids.

3.30.1 The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

3.31. Notification of Award

3.31.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by fax, that its Bid has been accepted.

3.31.2 The notification of award will constitute the formation of the Contract.

3.31.3 Upon the successful Bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful Bidder and will discharge its Bid security.

3.32. Signing of Contract

3.32.1 At the same time as the Bank notifies the successful Bidder that its Bid has been accepted, the Bank will send the Bidder the Contract Form as per format 6.5, incorporating all agreements between the parties. Bank will prefer to sign the multiparty agreement between Service provider and proposed DC, DR authorities.

3.32.2 Within the period prescribed in clause 7.4, from the date of receipt of the Form of contract, the successful Bidder and other parties shall sign and date the Contract and return it to the Bank.

3.33. Performance Security

3.33.1 Performance Security in the required format to be submitted by the successful bidder as per Clause 4.6

3.33.2 Failure of the successful Bidder to comply with the requirement of Clause 3.31.2 or Clause 3.32.1 shall constitute sufficient grounds for the annulment of the award.

Note: Notwithstanding anything said above, the Bank reserves the right to reject / award the contract to any vendor or cancel the entire process without assigning any reasons thereto.

4. TERMS AND CONDITIONS OF CONTRACT (TCC)**TABLE OF CLAUSES**

Clause No.	Topic	Clause No.	Topic
4.1	Definitions	4.21	Contract Amendments
4.2	Country of Origin	4.22	Assignments
4.3	Standards	4.23	Delay in Supplier's Performance
4.4	Use of Contract Documents and Information	4.24	Liquidated Damages
4.5	Patent Rights	4.25	Penalty
		4.26	Termination for Default
4.6	Performance Security	4.27	Force Majeure
4.7	Inspection & Quality Control Tests	4.28	Termination for Insolvency
4.8	System & Other Software	4.29	Termination for Convenience
4.9	Acceptance Tests & Certificate	4.30	Resolution of Disputes
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4.11	Delivery & Documents	4.32	Applicable Law
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4.14	Incidental Services	4.35	Supplier Integrity
4.15	Warranty	4.36	Supplier's obligations
4.16	Maintenance Services	4.37	Patent Rights
4.17	Training	4.38	Site Preparation and Installation
4.18	Payment	4.39	Commissioning of the Solution
4.19	Prices	4.40	Technical Documentation
4.20	Change Orders	4.41	Right to use defective product

4. TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 4.1.1 "Solution" means Revamped/redesigned and hosted website of the Bank, All software, database, third party utilities, middleware, etc. all hardware as proposed by the Supplier, all seamlessly integrated to work together to meet the Technical and functional requirements of the Bank indicated in Section 5 of this document.
- 4.1.2 "Supplier" is the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the highest evaluated Bid.
- 4.1.3 "The Contract" means the agreement entered into between the Bank and the Supplier/Service provider and DC,DR Service Provider as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 4.1.4 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 4.1.5 "The Product" means all of the software or softwares, all hardware, database, middleware, operating systems and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 4.1.6 "The Services" means those services ancillary to hosting of the Website, such as transportation and insurance, installation, commissioning, customization, monitoring, network administration, provision of technical assistance, training, Maintenance and other such obligations of the Supplier covered under the Contract;
- 4.1.7 "TCC" means the Terms and Conditions of Contract contained in this section;
- 4.1.8 "The Project Site" means the Development center of the service provider and/or Data Centre and Data Recovery Site where the server and other hardware required for the project is installed and hosted. This has to be located
- 4.1.9 'System' means a Computer System consisting of all Hardware, Software, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.
- 4.1.10 'Software' means Application/System software, Database, Middleware and other third party utilities, which will seamlessly integrate with the environment described in this document without any hitch or hindrance.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

4.2 Country of Origin

Please refer clauses 3.4 of IFB.

4.3 Standards

- 4.3.1 The Products and/or System supplied under this Contract shall confirm to the Industry standards and those mentioned in the TFS, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the country of origin of products. Such standards shall be the latest issued by the institution concerned.

4.4 Use of Contract Documents and Information

- 4.4.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 4.4.2 The Supplier shall not, without the Bank's prior written consent, make use of any document or information enumerated in this Bidding Document except for purposes of performing the Contract.
- 4.4.3 Any document, other than the Contract itself, enumerated in this Bidding Document shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Supplier's performance under the Contract, if so required by the Bank.
- 4.4.4 The Bidder shall sign a Non-disclosure Agreement as per Format 6.2.

4.5 Patent Rights/Intellectual Property rights

- 4.5.1 The **Supplier** shall indemnify the Bank against all third-party claims of infringement of patent, trademark, intellectual property, copyrights or industrial design rights arising from use of the Products or any part thereof.

4.6 Performance Security

- 4.6.1 Within the period prescribed under Clause 7.3 from date of receipt of the notification of Contract award, the Supplier shall furnish to the Bank, the Performance Security for an amount as per Clause 7.6 valid up to the period specified in clause 7.5.

- 4.6.2 The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.6.3 The Performance Security shall be denominated in Indian Rupees and shall be by way of a bank guarantee issued by a nationalized / public sector bank in India (other than Bank of India), acceptable to the Bank, in the Format 6.6 provided in the Bid.
- 4.6.4 The performance security will be discharged by the Bank and returned to the Supplier not later than the period specified in clause 7.11, following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations under the contract and following receipt of a performance guarantee for the annual maintenance equal to an amount specified in clause 7.15
- 4.6.5 In the event of any contract amendment, the Supplier shall, within the period mentioned in clause 7.3 after receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period specified in clause 7.3. In the event of any correction of defects or replacement of defective software/products/equipment/system during the warranty period, the warranty for the corrected / replaced software/products/ equipment/system shall be extended to a further period specified in clause 7.7. The performance guarantee for a proportionate value shall be extended by the period mentioned in clause 7.10, over and above the extended warranty period.

4.7 Inspection and Quality Control Tests

- 4.7.1 The Bank reserves the right to carry out pre-shipment inspection by a team of Bank Officials, of any of the existing live installations of the Supplier referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in the bidder's office.
- 4.7.2 The Bank's right to inspect, test and, where necessary, reject the Products after the Products' arrival at the destination shall in no way be limited or waived by reason of the Products having previously been inspected, tested, and passed by the Bank or its representative prior to the Products' shipment from the place of origin.
- 4.7.3 Nothing stated hereinabove shall in any way release the Supplier from any warranty or other obligations under this Contract.

4.7.4 Manuals

- 4.7.4.1 Before the products/system is/are taken over by the Bank, the Supplier shall supply technical/systems manuals for all software supplied along with any interfaces to any of the Bank's applications or systems. Operation and maintenance manuals for all systems and applications systems covering at

least the operations needed to start, run, the system during operational day, close, restore, archive, recover from failures, and transfer to fallback system/site including business continuity plan to be provided by the vendor. User manuals for CPC, all users, all Branches, for all modules, interfaces shall be provided by the vendor. The manuals shall be in English.

4.7.4.2 Unless and otherwise agreed, the products and equipment shall not be considered to be completed for the purpose of taking over, until such manuals have been supplied to the Bank.

4.7.4.3 The Supplier shall provide one set of Design Manual, System Manual, User Manual and Security Manual for the Application Software. The Supplier shall also provide one Soft copy of each of the Manuals. Soft and Hard copy User manuals shall be provided, commensurate with number of installations of Products in the Bank.

4.8 For the System & Other Software, the following will apply:

The Supplier shall provide complete and legal documentation of all subsystems, operating systems, system software, utility software and other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

In case the primary vendor is coming with software which is not his propriety software, then the primary vendor must submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.

4.9 Acceptance Tests and Certificates:

4.9.1 The Acceptance criteria for the redesigned/revamped and hosted Website are given under item 7.17.

4.9.2. On successful completion of the acceptance tests, receipt of deliverables, etc., and after the web site is up and running successfully for six months after hosting and Bank is satisfied with the working of the various modules and links, the acceptance certificate in Format 6.9, signed by the Service provider and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the system proposed.

4.10 Packing of Products

4.10.1 The Supplier shall provide such packing of the Products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Size and weights of packing case shall take

into consideration, where appropriate, the remoteness of the Products' final destination and the absence of heavy handling facilities at all points in transit.

4.10.2 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:

(i) Project; (ii) Contract No.; (iii) Country of Origin of Products; (iv) Supplier's Name; (v) Packing List Reference number.

4.11 Delivery and Documents

4.11.1 Delivery of the products/software shall be made by the Supplier in accordance with the system approved/ordered. The details of documents to be furnished by the Supplier are specified hereunder:

- i. 3 copies of Supplier's invoice showing contract number, products description, quantity, unit price and total amount;
- ii. Delivery note or acknowledgement of receipt of products from the Consignee or in case of products from abroad, original and two copies of the negotiable, clean Airway Bill;
- iii. 2 Copies of packing list identifying contents of each package;
- iv. Insurance certificate;
- v. Manufacturer's / Supplier's warranty certificate;
- vi. Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates,
- vii. Certificate of origin.

The above documents shall be received by the Bank before arrival of Products (except where it is handed over to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4.12 Insurance

4.12.1 The insurance shall be in an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes, valid for a period not less than 3 months after installation and commissioning and issue of acceptance certificate by the Bank.

4.12.2 Should any loss or damage occur, the Supplier shall –

- a) Initiate and pursue claim till settlement, and
- b) Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

4.13. Transportation

4.13.1 Where the Supplier is required under the Contract to transport the Products to a specified place of destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

4.14. Incidental Services

4.14.1 The incidental services to be provided are as under:

- (a)Furnishing manuals for each appropriate unit of the supplied Products, as mentioned under Clauses 4.7.4, 4.8 and 4.40;
- (b)Maintenance and software updates of the supplied Products, technical support thereof for a period as specified in the Clause 7.13, after expiry of the warranty, provided, that this service shall not relieve the Supplier of any Warranty obligations under this Contract;

4.15. Warranty

4.15.1 The Supplier warrants that the Products supplied under the Contract are of the most recent version and that they incorporate all recent improvements in design and/or features. The Supplier further warrants that all Products supplied under this Contract shall have no defect, arising from design or from any act or omission of the Supplier, which may develop under normal use of the supplied Products in the conditions prevailing in India.

4.15.2 The minimum warranty period shall be the period of clause 7.7. The Supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained, in whole or in part, the Supplier shall, make such changes, modifications, and/or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract, at its own cost and expense, and to carry out further performance tests.

4.15.3 The Bank shall promptly notify the Supplier in writing of any claims arising under this warranty.

4.15.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective products or parts thereof, without cost to the Bank.

4.15.5 If the Supplier having been notified fails to remedy the defect(s) within the period specified in clause 7.9, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Bank may have against the Supplier under the Contract.

4.15.6 Warranty/Uptime

- a) During Warranty Period, Supplier guarantees an Uptime of 99.9 % on monthly basis for the web site uptime, with a MTBF (Mean Time between Failures) of 30 days (monthly). Accordingly it is expected that necessary redundancy is built into the proposed solution for all critical components whether software or hardware.
- b) Warranty for Hardware/System Software/off-the-shelf Software if provided by the service provider will be provided to the Bank as per the general conditions of sale of such software.
- c) Minimum Warranty for Application Software either developed by the Bidder or his associates or supplied and customised to Bank's requirements, shall be for minimum period specified in Clause 7.7 after it is delivered, installed and commissioned.
 - * Any website updation during warranty period should be done free of cost.
 - * Any bugs in such software shall be rectified free of cost
 - * Any requirements changes/modifications required by bank will have to be carried out by the identified vendor.
 - * The maximum response time for a support/complaint from the site of installation (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 3 (three) hours.
 - * Supplier/his representative shall solve the any (software/hardware) problem within maximum 6 (six) hours of reporting of the problem by the Bank to the Supplier's nearest office by phone, fax, e-mail or letter.
 - * Any rectification required in the Application Software due to inherent bugs in the System Software / off-the-shelf software shall also be rectified by the Supplier or his associates, free of cost, within a reasonable period.

4.16 Maintenance Service:

- 4.16.1 The Supplier shall provide free maintenance services during the period of warranty. After warranty period, the Supplier will do annual maintenance of the entire system, for a period specified in clause 7.13. Professionally qualified personnel who have expertise in the hardware and system software will provide these services.
- 4.16.2 During maintenance period also, the Supplier guarantees on monthly basis an uptime of 99.9% of the entire solution proposed with a MTBF (Mean time between failures) of 30 days (Monthly). Accordingly it is expected that necessary redundancy is built into the proposed solution for all critical components whether software or hardware. Please refer to 4.15.6(a) for details of the uptime required by the bank.
- 4.16.3 The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed three hours.

4.17 Training:

- 4.17.1 For each Application/Operating System/database/middleware and third party utilities installed, the Supplier is required to train the designated Bank's technical and end-user personnel to enable them to effectively operate and perform administration of the total system. Training shall be conducted on the dates and the locations as mutually agreed upon before the Commissioning of the system at each location, as per clause 7.12.

4.18. Payment

- 4.18.1 Payment shall be made in Indian Rupees, as per Clause 7.16 for delivering, installing and commissioning the web site.
- 4.18.2 Bandwidth Charges – The bandwidth charges shall be paid at the end of each quarter during the contract period.
- 4.18.3 Payment for annual maintenance charges:

The annual maintenance cost (after warranty period) shall be paid at the end of each Half-year after the date of completion of warranty period, subject to satisfactory services rendered, till that date.

4.18.4 Payment against Bank Guarantees:

- i. For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a nationalized / public sector bank in India (other than Bank of India), acceptable to the Bank as per Format 6.7

- ii. Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of installation / commissioning of the products/system at their final destination.

4.19 Prices

- 4.19.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

4.20 Change Orders

- 4.20.1 The Bank may, at any time, by a written order given to the Service provider, make changes within the general scope of the Contract in any one or more of the following:

- (a) Method of shipment or packing;
- (c) Place of delivery;
- (d) Technical and functional specifications
- (e) Services to be provided by the Supplier.

- 4.20.2 If any such change causes an increase or decrease in the cost of, or the time required for the Service provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service provider for adjustment under this clause must be asserted within thirty (30) days from the date of Service provider's receipt of Bank's change order.

4.21 Contract Amendments

- 4.21.1 No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

4.22 Assignment

- 4.22.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

4.23 Delays in the Supplier's Performance

- 4.23.1 Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the **Supplier** in accordance with the time schedule prescribed by the Bank in Clause 7.14.
- 4.23.2 If at any time during performance of the Contract, the **Supplier** or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the **Supplier** 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 **Supplier's** notice, the Bank shall

evaluate the situation and may, at its discretion, extend the **Suppliers'** time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

- 4.23.3 Except as provided in the above clause, a delay by the **Supplier** in the performance of its delivery obligations shall render the **Supplier** liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

4.24 Liquidated Damages

- 4.24.1 If the Service provider fails to deliver any or all of the Products 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 as liquidated damages, a sum equivalent to 0.5 % per week of contract price subject to maximum deduction of 5% of the delayed Products or unperformed services. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

4.25 Penalty

- 4.25.1 In case uptime for website falls below the guaranteed level, Bank will impose a penalty as given below. Further, if uptime of website during any month is less than 95%, bank will not make any payment for that month.

Uptime	Penalty in % of total monthly maintenance payment
>=99.9	0
> 98 to < 99.9	5
> 97 to 98	10
> 96 to 97	15
> 95 to 96	20
< 95%	100

4.26 Termination for Default

- 4.26.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the **Supplier**, may terminate the Contract in whole or in part:

- (a) If the **Supplier** fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

Or

- (b) If the **Supplier** fails to perform any other obligation(s) under the Contract.

- 4.26.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the **Supplier** shall be

liable to the Bank for any excess costs for such similar Products or Services. However, the **Supplier** shall continue performance of the Contract to the extent not terminated.

4.27 Force Majeure

4.27.1 Notwithstanding the provisions of TCC, the **Supplier** shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.27.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the **Supplier** and not involving the **Supplier's** fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

4.27.3 If a Force Majeure situation arises, the **Supplier** shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the **Supplier** shall continue to perform its 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.

4.28 Termination for Insolvency

4.28.1 The Bank may, at any time, terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

4.29 Termination for Convenience

4.29.1 The Bank, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

4.30 Resolution of Disputes

4.30.1 The Bank and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.30.2 If, the Bank and the Supplier have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to,

conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.30.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Bank and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Supplier.
- (b) Arbitration proceedings shall be held at Mumbai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- (d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

4.31 Governing Language

4.31.1 The governing language shall be English.

4.32 Applicable Law

4.32.1 The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of the Bank falls.

4.32 Addresses for Notices

4.33.1 The following shall be the address of the Bank and Supplier.

Bank's address for notice purposes:

Bank of India,
Information Technology Department, Head Office,
Star House, 8th floor,
C-5, G Block, Bandra Kurla Complex,
Mumbai - 400 051

Supplier's address for notice purposes (To be filled in by the Supplier)

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.....

- 4.33.2 A notice shall be effective when delivered or on effective date of the notice whichever is later.

4.34 Taxes and Duties

- 4.34.1 The Supplier will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning. However, sales tax / Vat/Service Tax will be paid extra. Payment of Octroi, entry-tax, etc., if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier.

4.34.2 Income / Corporate Taxes in India:

The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.

4.34.3 Tax deduction at Source:

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

- 4.34.4 The Supplier's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4.35 Supplier's Integrity

The **Supplier** is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.36 Supplier's/Service provider's obligations

The **Supplier/Service provider** is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The **Supplier/Service provider** will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the **Supplier's/Service provider's** negligence. The **Supplier/Service provider** will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

The **Supplier/Service provider** is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.

The **Supplier/Service provider** will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

If the Service Provider is not able to perform according to the agreed terms and conditions and, Bank decides to terminate the contract with Service Provider (website), Bank will be the Asset owner of the website hosted and servers at the proposed DC/DR and Bank may continue to host and manage the website till further arrangement is explored. Service Provider (Website) should hand over all the source codes, Passwords and administrative rights to Bank.

The DC/DR where the website is hosted fails to perform according to the agreed terms and conditions and Bank decides to terminate the contract with the Service Provider of DC/DR then the service provider (to whom contract is given) should make the alternate arrangement of DC/DR which will satisfy the technical specifications mentioned in 6.1(b) for DC/DR sites and approved by Bank.

4.37 Patent Rights/Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

4.38 Site preparation and installation

The supplier or service provider will ensure that the server is installed and hosted at a data Centre which is at least of Tier II type and have necessary equipments and monitoring tools for successful hosting of web site. Bank may inspect such site and cost of such inspection will be borne by the bidder.

4.39 Installation/Commissioning of Hardware/Software

The Supplier is responsible for all unpacking and installation of Products. The Supplier will test all hardware/system operations and accomplish all adjustments necessary for successful and continuous operation of the hardware/software at all installation sites.

4.40 Technical Documentation

The Technical Documentation involving detailed instruction for operation and maintenance of the hardware and software (if any) is to be delivered. The language of the documentation should be English.

4.41 Right to use defective product

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

PART 5: TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)
(To be included in the Technical Bids duly completed and with comments)

The Bank is looking for a cost effective solution for Revamping/redesigning and hosting its website.

After the technical evaluation of the bids submitted by the Service Provider, short listed service provider after the preliminary scrutiny, will be called to give presentation of their capabilities at their cost, which will be taken into account for the final short-listing of the vendors.

The revamp/redesigned website is to be hosted on a dedicated server and must have improved response time, improved look and feel and addition of new interactive modules as listed in part 6.1.

The responsibility of the successful bidder, hereinafter referred to as **Supplier/Service provider** will include, inter alia,

1. Scope of work (Applicable for local and Global Websites)

- i) To revamp/redesign the web site and host the same on the server kept in a tier III data centre having minimum specifications as given in part 6.1. It may be either owned by the **Supplier/Service provider** or of a third party with necessary business relationship for at least one Two year/s and having a back to back arrangement for maintenance and monitoring.
- ii) The revamped website will be WCAG 2.00 Level AA compatible and the same to be maintained throughout during warranty and maintenance period. The same will be applicable to all language sites.
- iii) Supply of all equipments to successfully host a secured website which should confirm to Bank's Corporate Information Security Policy (CISP) document.
- iv) Develop and deploy the website on .Net/Sharepoint/PHP/Java technology with Content Management System (CMS).The source code has to be tested for security vulnerabilities by 3rd party.
- v) The **Supplier/Service provider** will provide all the necessary training to use, administer, trouble shoot and any other function required for smooth functioning of the Web site
- vi) The **Supplier/Service provider** will provide proper documentation and training of any software application if deployed in hosting the site along with escrow arrangement of source code.
- vii) The **Supplier/Service provider** should provide all the necessary equipments, system software and other software for successfully hosting of the website. **For any Microsoft products Bank has Enterprise agreement with Microsoft Corporations.**
- viii) The hosting of the server will have to be done by **Supplier/Service provider** in Mumbai or Navi Mumbai.
- ix) The **Supplier/Service provider** should be able to trouble-shoot any unforeseen problems with the website at a short notice.
- x) Site in Marathi: The existing site has been made in dynamic font. The Service provider will have to translate contents in Marathi (Unicode) from English

- before they are uploaded to site. Existing content has to be converted into Unicode font .Bank will not provide content in Marathi.
- xi) Hindi contents in existing site are in dynamic font. Bank will provide contents in Unicode for development purpose for Hindi site
 - xii) The service provider will provide dedicated DR Server at different Seismic Zone with similar configuration like primary server.
 - xiii) Back up of entire website at regular interval of 2 hrs.
 - xiv) Bank reserves the right to use the tools/applications to measure the performance of website agreed in SLA on regular basis. The outcome of the performance measurement will be binding for the Service Provider and Service provider has to take the corrective measure to improve the performance of website. Non Improvement of performance may be dealt as non-performance on part of Service Provider and clause of Liquidated damage will be applicable.
 - xv) Data centre should be ISO 27001 certified and should follow all the ISO process. Audit/risk assessment would also cover compliance to the standard, bank's relevant policies. The websites shall be assessed for vulnerabilities from INTERNAL IPs to ensure that server is also secure from insider threats. The result of Internal VA/PT shall be submitted to the Bank after the test every quarter.

A complete Bill of Material for the hardware required for the successful hosting of the website should also be provided by the bidder, with full particulars like make, model, part numbers, etc with future expandability, Please refer Format 6.13.

2.SECURITY

- a) Security Controls for the website would be in conformity with legal and regulatory standards/ CERT-In guidelines, IT Act 2008 (as amended from time to time), RBI and IBA guidelines.
- b) The Successful bidder shall ensure to supply all software to conform to Bank's Corporate Information Security Policy (CISP). This policy would be addressing bank's risk profile and legal and regulatory requirements. Bank's relevant IS Security policies will be shared with the selected bidder.
- c) Revamp the website with latest Web technologies which should result in a secured Website.
- d) The Security Controls should also confirm to bank's security policies.
- e) The new website should be guarded against all vulnerabilities, including but not limited to:
 - OWASP top 10 attacks
- f) Any webpage collecting visitor's personal information or login credentials should be protected through secure communication such as SSL/TLS and the same should be stored in encrypted format in database in the form and format acceptable to the Bank.
- g) Use of CAPTCHA should be feasible and the same should be provided as required by the Bank.
- h) Facility for secure-remote access shall be provided along with an appropriate Content Management Tool for designated officials of the Bank, including Webmaster to access / manage the content.
- i) As the Bank website has to function under the regulations/ recommendations of regulatory authorities such as – CERT-In, & RBI, etc. the Successful Bidder

will address all issues/ security related threats/ vulnerabilities notified to the Bank by these institutions and fix/ resolve them to the satisfaction of these institutions/ Bank.

- j) The website and support infrastructure will be periodically audited by the security auditors appointed by Bank. The audit scope can include source code, vulnerability assessment, penetration test and related infrastructure. The Successful Bidder will facilitate the audits, fix/ rectify all the vulnerabilities unearthed by the security auditors without any cost to the bank.
- k) Audit trail for logon-logoff and any modification should be available for at least 3 months.

**PART 6: BID FORM, PRICE SCHEDULES
AND OTHER FORMATS (BF)**

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FORMAT NUMBERS

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- 6.1(b) Requirement Specifications
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- 6.3 Price Schedule
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- 6.9 Certificate for Successful Commissioning
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- 6.11 Service Support Details
- 6.12 Bank Guarantee against Annual Maintenance
- 6.13 Bill of Material

Part 6.1 (a)
Technical Evaluation Sheet.

Sl no	Parameters	Marks
1.	Compliance to Technical requirements (Format-6.1) – 40 Experience of Security Audit of Website (Attach Documentary Proof) - 5 Experience in Web based interactive Software Development (Attach Documentary Proof) – 5	50
2.	Website Maintenance Experience Experience involving Development/maintenance/security of Website(preferably all India financial institution/Banking website) and running successfully presently If experienced for 2 Banks/Financial Institutions – 20 Marks If experienced for 3 Banks/Financial Institutions or above – 30 Marks	30
3.	WCAG 2.0 Compliance and Multilingual Experience Experience involving designing/migration of Website to the WCAG 2.0(Level 'A' and Level 'AA' or above)complied and Multilingual website(s) For Multilingual Experience-5 Marks For WCAG 2.0 Compliance for 2 and above Banks/Financial Institutions- 5 marks For WCAG 2.0 Compliance for 1 Bank/Financial Institution- 2 marks	10
4.	Presentation and demonstration- 5 Marks DC/DR visit – 5 Marks	10
Total		100

PART 6.1(b): Technical Specifications (Minimum) DC/DR Sites

Sr. No	Requirements	Available (Y/N)	Deviations (if any)	Marks
1	Data Centre (DC) should be tier III and situated in Mumbai/New Mumbai and must be operational for more than 5 years.			5
2	24x7x365 days Network Operation Center for monitoring and management of systems including database and web server and compliant with ISO 27001			5
3	Data Centre should be BS 7799(ISO27001) and should be focused on DC business and strong Managed Services and should have planned power distribution and in position to handle any power outages. Also should be well planned and structured escalation procedures.			5
4	Should have expertise in Configuring, Installing and maintaining of Licensed software required for proper hosting of website with Latest Antivirus with all critical updates to be installed in the server			3
5	Minimum Server Configuration: 2 x Hexa-core Intel Xeon, 64bit,32 GB (8x4GB)RAM, 3 x 300 GB SAS HDD, RAID 5, Dual NIC, RPS With latest OS and Database			5
6	Disaster Recovery Server at different Seismic Zone.- a dedicated server with same configuration as primary server, as above ,with suitable replication tool license(Max 2 CPU Servers) and replication management Recovery Time Objective – 15 minutes Recovery Point Objective – 2 Hours Dedicated Fire wall as detailed below DR Drill in every Quarter. 2 Mbps Capped Ethernet Bandwidth at DR Server			5
7	Dedicated Firewall Service with IPS both primary and DR servers. Following are the bare minimum specifications: 1.Firewall with min throughput of 650 mbps 2. Max Connections – 400,000 3.Max connections/per second -25000 4.Max packets per second – 500,000 5.Ports- integrated 4 10/100/1000 6.IPS performance throughput -650 mbps 7. should support application layer security			5
8	Data Transfer/Bandwidth – 8 MBPS minimum (100 mbps burstability)			2

9	Bidder should have a governance structure in place to report to BOI's team on daily, weekly and monthly basis and the solution should allow downloading of standard and custom reports on the monitoring status.			2
10	Bidder should perform proactive patch management for the systems, database and web servers in scope and should also be able to perform capacity planning and suggest upgrade to the infrastructure as required.			3
11	Service provider should do 24X7 securities monitoring of the bank's website to detect attacks and raise alerts for any suspicious events that may lead to security breach and should provide monitoring alerts in real-time on web based console via SMS and via email for firewall /Bandwidth usage.			5
12	Service Provider should provide weekly reports of identified and mitigate attacks classified by server, attack, website source.			3
13	Service Provider should conduct and monitor Internal VA& PT on quarterly basis.			2

Part 6.1 (contd) Website

Sr.no	Features	Offered (Y/N)	Remarks
1	Web site should Multilingual (English, Hindi & Marathi)		10
2	Web site to be redesigned in .net/Sharepoint /Java/PHP technology		2
3	Site should be Optimized for faster and secured access. Response time should be minimum and comparable to industry standards,		2
4	All Security Requirements like HTML Injections, application of Stored Procedures etc. should be taken care off		2
5	Content Management system should be deployed for uploading contents (static or otherwise) for all language sites. 1.Should have workflow capabilities with regard to the content approval/publishing process 2. Should support editions (versions/rollback) of the website managed. 3. Users should be able to upload documents in multiple formats. 4. Should support standard browser technologies (i.e. What is supported by IE7/8/9, Firefox, and safari. Google chrome etc.)This includes HTML, Javascript and CSS 5.Should support version control, change tracking and comments in the documents 6. Should support administrator control of access permissions to shared repositories. 7. Should support document and text indexing capabilities. 8. Should support features for caching and prefetching of images. 9. Should support content archiving capabilities.		10

6	Vendor will have to undertake updating of certain contents as and when required by the bank and will implement suggestions as will be observed by Bank from time to time (through periodical VAPT)	2
7	Search engine 1.Intelligent Search Suggestions 2.Show Non-Product Results 3.Handle SEO Keyword Searches 4.Filter by Department ,Size and color Sorting by Price ,Age and Rating 5.Handle Misspelled Search terms 6. Eliminate Expired Page Errors. 7.Search by Item Number 8. Show last search query in Search Box 9.Focus on Short Tail Searches	10
8	Due to Bank's global presence our foreign branches have 9 other sites hosted; Each one will have to be revamped with WCAG Compatibility (approx. 50 pages with one module like feedback module for each site). All sites will have to be developed keeping priority with India sites & they may be hosted together in a separate dedicated server of same configuration.Bank will provide content (in English & in respective language in Unicode)	5
9	All modules as required by the Bank some of which are already operational in our existing site and new modules as required by the bank should be made available. (list of the modules is given separately)	5
10	There are few modules like Do Not call registry, Gold rates, news module, Calculators, Suggestions, Branch Locator & foreign exchange rates which are managed through Admin Module. Service provider is expected to improve the modules after mutual discussions with bank.	2

6.1(c) List of Modules/Pages

Module/Page	Existing/new	Offered (Y/N)
All existing pages as is in our existing website to be revamped and optimized (For Hindi and Marathi contents to be uploaded in Unicode)	Existing	
Module for Updating new branches and ATMs on the web site	Existing	
RSS Feed – Improvement as per recommendation from service provider	Existing	
Revamping/designing- 8 Global web sites with Feedback & suggestion module with ADMIN Module for centralized Control. Some /all sites may also be developed in local languages where content in Unicode will be provided by Bank.	Some are existing	
Improving and optimizing Branch and ATM locator with a facility of map locator to provide physical location roadmaps like Google MAPS (Service Provider will find out lat/log for Branches/ATMs)	Existing/New	
Improving and optimizing tender loading module (decentralized uploading from Regions)	Existing	
Query/ Lead generation System along with MIS for handling customer queries by different authorities and offices with SMS integration with secured SMS gateway	New	
On Line Application Management Module for all Retail products (12 products) of the bank along with MIS required by various offices/authorities with SMS integration with secured gateway. Facility to be provided so that Branches can update the status and customers can track. Logic and authority for all the products may vary. System should upload the successful leads data to CBS.	Existing with limited scope	
Online Grievance handling Module with inbuilt escalation procedure and MIS required by various offices/authorities. Branch/ Departments will be able to reply online and Zones will close the grievances).Consolidated SMS can be sent to ZO, other Sr. Officials periodically.(Bank will provide SMS gateway)	Existing with limited scope	
Any other new/existing module that Bank requires to be developed/modified for 1 year from awarding of contract	New	

FORMAT – 6.1.1

**BID FORM (TECHNICAL BID)
(To be included in Technical Bid Envelope)**

Date:.....

To:

Bank of India,
Information Technology Department,
8th Floor,
Star House,
C-5, G-Block, Bandra Kurla Complex
Bandra (East), Mumbai-400 051.

Gentlemen:

**Re.: Revamping/redesigning and hosting Web site
Your RFP**

~~~~~  
Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, to **Revamp/redesign and host Web site**, in conformity with the said Bidding documents.

We undertake, if our Bid is accepted, to deliver, install and commission the Solution in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

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

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

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this ..... day of ..... 2011

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of  
\_\_\_\_\_

RFP – Website revamping  
/ redesigning and Hosting



FORMAT – 6.1.2

FORM 2

*PROPOSAL FORM (PRICE PROPOSAL)*  
**(To be included in Price Proposal Envelope)**

To:  
Bank of India,  
Information Technology Department,  
8<sup>th</sup> Floor,  
Star House,  
C-5, G-Block, Bandra Kurla Complex  
Bandra (East), Mumbai-400 051.

**Re.: Revamping/redesigning and hosting Web site**  
**Your RFP Ref: BOI:HO:IT:WEB:001**

-----  
Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Revamp/redesign and host Web site**, in conformity with the said Bidding documents for the sum of ..... (Total Proposal amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to deliver, install and commission the system, in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by the Proposal and the rates quoted therein for the orders awarded by the Bank.

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

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

We understand that you are not bound to accept the lowest or any Proposal you may receive.

Dated this ..... day of ..... 2011

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

**FORMAT 6.2**  
**NON-DISCLOSURE AGREEMENT**

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the COMPANY, are agreeable to **Revamp/redesign and host Web site** for Bank of India, having its registered office at Star House, C-5, G Block, Bandra Kurla Complex, Mumbai – 400 051, hereinafter referred to as the BANK and,

WHEREAS, the COMPANY understands that the information regarding the Bank's web site shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the COMPANY understands that in the course of submission of the offer to **Revamp/redesign and host Web site** and Services and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals or information of the BANK;

**NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information**

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written Authorisation to do so;

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK to **revamp/redesign and host Web site**, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Name:

Designation:

Office Seal:

Place :

Date:

|                                                      |                                                                                    |
|------------------------------------------------------|------------------------------------------------------------------------------------|
| RFP – Website revamping<br>/ redesigning and Hosting |  |
|------------------------------------------------------|------------------------------------------------------------------------------------|

**FORMAT – 6.3**  
**Price Schedule**

**Part I**

Since the hardware/software may differ from vendor to vendor, which may be application specific, all the items required for the successful implementation of the project should be mentioned by the vendor and the price are to be quoted.

**AN ILLUSTRATIVE LIST IS GIVEN BELOW:**

| <b>A Fixed Cost</b>               |                                                                                                                                                                                     |            |     |                    |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|--------------------|
| 1.                                | 2.                                                                                                                                                                                  | 3.         | 4.  | 5.                 |
|                                   | Item Description                                                                                                                                                                    | Unit Price | Qty | Total Onetime cost |
| i                                 | Data Centre Primary Server-Dedicated with dedicated Firewall & IPS including OS,AV,DB                                                                                               |            | 3   |                    |
| ii                                | Data Centre Disaster Recovery – Dedicated with dedicated Firewall, IPS and replication including OS,AV,DB                                                                           |            | 3   |                    |
| iii                               | Revamping or redesigning- Corporate (all three languages with interactive modules in English) fulfilling the Bank's requirement detailed in format 6.1 WCAG 2.00 Level AA complied. |            |     |                    |
| iv                                | Revamping or redesigning- Global Sites with interactive module (Feedback/ suggestion /forex update) module, WCAG 2.00 level AA complied with 60 pages per site                      |            |     |                    |
| v                                 | Translation Cost (Marathi) of existing pages approx. 1000 pages.                                                                                                                    |            |     |                    |
| <b>Total A</b>                    |                                                                                                                                                                                     |            |     |                    |
| <b>B. Annual Maintenance Cost</b> |                                                                                                                                                                                     |            |     |                    |
|                                   | Item Description                                                                                                                                                                    | Unit Price | Qty | Total Onetime cost |
| i                                 | Maintenance cost Data Centre Primary Server-Dedicated with dedicated Firewall & IPS                                                                                                 |            | 3   |                    |
| ii                                | Data Centre Disaster Recovery – Dedicated with dedicated Firewall, IPS and replication                                                                                              |            | 3   |                    |
| iii                               | Updation of English/ Hindi/Marathi and global Websites on daily basis including translation for Marathi pages and designing of additional pages(min 10 pages)with WCAG compliance   |            |     |                    |
| iv                                | Any other charges please Specify                                                                                                                                                    |            |     |                    |
| <b>Total B</b>                    |                                                                                                                                                                                     |            |     |                    |

|                                                      |                                                                                    |
|------------------------------------------------------|------------------------------------------------------------------------------------|
| RFP – Website revamping<br>/ redesigning and Hosting |  |
|------------------------------------------------------|------------------------------------------------------------------------------------|

| C. Bandwidth                              |                      |                      |                      |                      |                      |             |
|-------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-------------|
| Item Description                          | Cost for 5 years     |                      |                      |                      |                      | Total Price |
|                                           | 1 <sup>st</sup> year | 2 <sup>nd</sup> Year | 3 <sup>rd</sup> year | 4 <sup>th</sup> Year | 5 <sup>th</sup> Year |             |
| 8mpbs dedicated bandwidth                 |                      |                      |                      |                      |                      |             |
| Additional per mbps above dedicated 8mbps |                      |                      |                      |                      |                      |             |
|                                           | Total C              |                      |                      |                      |                      |             |

| D. Total                                                            |             |
|---------------------------------------------------------------------|-------------|
|                                                                     | Total Price |
| Total A+ Total B+ Total C<br>(to be taken for evaluating price bid) |             |

**Important Notes:**

1. Price quoted should be inclusive of all costs, duties, levies, taxes and all other applicable charges but excluding Service Tax, Sales tax/VAT, road tax, Octroi etc. In case of discrepancy between figures and words, the amount in words shall prevail.
2. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract.

Signature of Bidder-----

Name -----

Business address -----

Place:

Date:

|                                                      |                                                                                    |
|------------------------------------------------------|------------------------------------------------------------------------------------|
| RFP – Website revamping<br>/ redesigning and Hosting |  |
|------------------------------------------------------|------------------------------------------------------------------------------------|

**FORMAT 6.4**  
**BID SECURITY FORM**

Whereas..... (Hereinafter called “the Bidder”) has submitted its Bid dated..... (Date of submission of Bid) for the supply of..... (Name and/or description of the Products/system) (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..... (Name of Purchaser) (Hereinafter called “the Purchaser”) in the sum of \_\_\_\_\_ for which payment well 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 \_\_\_\_\_ 2007.

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 Contract Form if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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 to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the Bid validity, i.e. up to \_\_\_\_\_, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bidder's Bank)

**Note: Presence of restrictive clauses in the Bid Security Form such as suit filed clause/clause requiring the Purchaser to initiate action to enforce the claim etc., will render the Bid non-responsive.**

**FORMAT 6.5**  
**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2007.

Between..... (Name of Purchaser) (Hereinafter called "the Purchaser") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (Hereinafter called "the Supplier") of the other part:

**WHEREAS** the Purchaser invited Bids for certain Products and services viz., ..... (Brief Description of Products and Services) and has accepted a Bid by the Supplier for the supply of those Products and services in the sum of ..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents of Bid No.: xxxxxxxxxxxxxxxx shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) the Bid Form and the Price Schedule submitted by the Bidder;
  - b) the Bill of Material;
  - c) the Technical & Functional Specifications;
  - d) the Terms and Conditions of Contract;
  - e) the Purchaser's Notification of Award;
  - f) Schedule of Dates, Amounts etc. (SDA)
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Products and services and to remedy

defects therein, in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Products and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- Brief particulars of the Products and services which shall be supplied/provided by the Supplier are as under:

| SL. NO. | BRIEF DESCRIPTION OF PRODUCTS & SERVICES | QUANTITY TO BE SUPPLIED. | TOTAL PRICE (Rs.) |
|---------|------------------------------------------|--------------------------|-------------------|
|         |                                          |                          |                   |
|         |                                          |                          |                   |
|         |                                          |                          |                   |
|         |                                          |                          |                   |
|         |                                          |                          |                   |
|         |                                          |                          |                   |

**TOTAL VALUE: (Rs.)**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said..... (For the Purchaser)

In the presence of:.....

Signed, Sealed and Delivered by the

Said..... (For the Supplier)

In the presence of:.....

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**FORMAT 6.6**  
**PERFORMANCE SECURITY FORM**

To: \_\_\_\_\_ (Name of Purchaser)

**WHEREAS**..... (Name of Supplier)  
(Hereinafter called "the Supplier") has undertaken, in pursuance of Contract  
No..... dated, 2007. To supply.....  
.....(Description of Products and Services) (hereinafter  
called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier  
shall furnish you with a Bank Guarantee by a recognised bank for the sum specified  
therein, as security for compliance with the Supplier's performance obligations in  
accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE, WE** hereby affirm that we are Guarantors and responsible to you, on  
behalf of the Supplier, up to a total of.....  
..... (Amount of the Guarantee in Words and Figures) and we  
undertake to pay you, upon your first written demand declaring the Supplier to be in  
default under the Contract and without cavil or argument, any sum or sums within  
the limit of ..... (Amount of Guarantee) as aforesaid, without your  
needing to prove or to show grounds or reasons for your demand or the sum  
specified therein.

This guarantee is valid until the..... Day of.....

Signature and Seal of Guarantors (Supplier's Bank)

.....  
Date.....

.....

Address.....

.....

.....

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**FORMAT 6.7**  
**BANK GUARANTEE FOR ADVANCE PAYMENT**

To: **Bank of India** (name of Purchaser)  
Information Technology Department,  
8<sup>th</sup> Floor, Star House, C-5, G block,  
Bandra Kurla Complex,  
Bandra East, Mumbai – 400 051.  
**Shri** ----- (name of Contact)  
Deputy General Manager  
Phone Numbers: 022 – xxxxxxxx,  
Or 022 – xxxxxxxxxxxx  
Fax Number: 022 – xxxxxxxxxxxxxx  
Email: xxxxxxxxxxxx@bankofindia.co.in

Gentlemen:

In accordance with the provisions of the Terms and Conditions of Contract, to provide for advance payment, ----- (Name and address of Supplier) (Hereinafter called "the Supplier") shall deposit with **Bank Of India** (name of Purchaser) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of **Rs. 2,00,000/- Rupees Two Lacs Only**. (Amount of guarantee\*(in figures and words).

We, the ----- (bank or financial institution), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to **Bank Of India** (name of Purchaser) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding **Rs. 2,00,000/- Rupees Two Lacs Only** (amount of guarantee\* in figures and words).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between **Bank Of India** (name of Purchaser) and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until \_\_\_\_\_ (expected date of last delivery).

Yours truly,  
Signature and seal :  
Name of bank :  
Address :  
Date

---

\* An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.

**FORMAT 6.8**  
**MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM**

No.

Date:

To:

Dear Sir:

Ref: Your RFP Ref:BOI : HO : IT : WEB :001

We \_\_\_\_\_ who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at \_\_\_\_\_ (address of factory / facility) do hereby authorise M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

(a) Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and

(c) In the event of termination of production of such Products:

i. Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and

ii. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

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

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its Bid.

**FORMAT 6.9**

**PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER  
AFTER SUCCESSFUL COMMISSIONING OF THE SOLUTION**

No.

Date:

M/s.

Sub:Certificate of commissioning of Solution

1.This is to certify that the products / equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.

- a) Contract No.\_\_\_\_\_ dated \_\_\_\_\_
- b) Description of the Solution \_\_\_\_\_
- c) Quantity \_\_\_\_\_
- d) Date of commissioning and proving test \_\_\_\_\_

2. Details of products not yet supplied and recoveries to be made on that account:

S.No. Description

Amount to be recovered

3.The proving test has been done to our entire satisfaction and Staff has been trained to operate the Product.

4. The Supplier has fulfilled his contractual obligations satisfactorily\*  
Or The Supplier has failed to fulfill his contractual obligations with regard to the following:

- (a)
- (b)
- (c)
- (d)

5.The amount of recovery on account of non-supply of Products is given under Para No. 2.

6.The amount of recovery on account of failure of the Supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Designation with stamp

\_\_\_\_\_

\*  
certificates:

Explanatory notes for filling up the

(a)The supplier has adhered to the time schedule specified in the contract in dispatching the Products / Manuals pursuant to Technical Specifications.

(b)The supplier has supervised the commissioning of the solution in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Product.

(c)Training of personnel has been done by the Supplier as specified in the contract.

(d)In the event of Manuals having not been supplied or installation and commissioning of the Solution having been delayed on account of the Supplier, the extent of delay should always be mentioned...

\*\*\*\*\*

**FORMAT 6.10**

**ORGANISATIONAL PROFILE**

(Include in Technical Proposal Only – Not to be included in Price Proposal)

|                                                                                            |   |                                                                                                                                                                     |                                |
|--------------------------------------------------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| CONSTITUTION<br>Proprietary<br>Partnership<br>Private Ltd.<br>Public Ltd.                  | : |                                                                                                                                                                     |                                |
| Established since<br>Commercial<br>Production of the<br>solution on Offer<br>started since | : |                                                                                                                                                                     |                                |
| Address of<br>Registered Office                                                            | : |                                                                                                                                                                     |                                |
| Category                                                                                   | : | Software Producer / Developer (Principal)<br>Hardware Manufacturer (Principal)<br>System Integrator / Solution Provider (Third-party)<br>Any Other (please specify) |                                |
| If Consortium, then<br>specify name of<br>members                                          | : | 1.<br>2.                                                                                                                                                            |                                |
|                                                                                            |   | Name                                                                                                                                                                | Phone Nos. (With<br>STD Codes) |
| Names of<br>Proprietor/Partners/<br>Directors                                              | : | 1.                                                                                                                                                                  |                                |
|                                                                                            |   | 2.                                                                                                                                                                  |                                |
|                                                                                            |   | 3.                                                                                                                                                                  |                                |
|                                                                                            |   | 4.                                                                                                                                                                  |                                |
|                                                                                            |   | 5.                                                                                                                                                                  |                                |
| Number of<br>Engineers familiar<br>with the solution<br>being offered                      | : |                                                                                                                                                                     |                                |
| Number of Total<br>Employees                                                               | : |                                                                                                                                                                     |                                |
| Solution being offered, sold so far to:                                                    |   |                                                                                                                                                                     |                                |

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| Purchaser, with full address and Details of contact person (Phone, Fax and E-Mail) | Modules in Use |  | Whether Warranty/A MC still continues |
|------------------------------------------------------------------------------------|----------------|--|---------------------------------------|
| 1.                                                                                 |                |  |                                       |
| 2.                                                                                 |                |  |                                       |
| 3.                                                                                 |                |  |                                       |

Note: Please support the above facts with documentary evidence. Please also attach: Income-Tax Clearance Certificate (latest) Referral Letters from Clients mentioned above

Signature of Bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Business address: \_\_\_\_\_

Place

Date:

**FORMAT 6.11**

**FORMAT FOR BANK GUARANTEE AGAINST ANNUAL MAINTENANCE  
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

Bank Guarantee No.: ..... Date.....

To.....(Name of the Purchaser)

Whereas..... (Name of the Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of contract No..... dated..... to supply..... (Description of Products and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations under the contract for Annual Maintenance and Repairs of the entire system including cost of spares after warranty period for next five years.

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier, up to a total of Rs..... (Amount of guarantee in words and figures) being 4% of the Contract Price and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. .... (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until ..... day of.....

Signature and Seal of Guarantors

.....  
.....

Date: .....

**NOTE:**

- 1.SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
- 2.STAMP PAPER IS REQUIRED FOR THE BANK GUARANTEES ISSUED BY THE BANKS LOCATED IN INDIA.

## Bill of Material

A) The Bidder should provide Bill of Material (details of all Modules / Components of Software including those bought-out, off-the-shelf or third-party products / items required) Module-wise, in the following format. Details of all relevant/applicable System-, Utility-, Security-, Communication- and Application- Software components should be included.

[illegible]

Business Address: \_\_\_\_\_

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**PART 7: SCHEDULE OF DATES, AMOUNTS ETC. (SDA)**

|      |                                                                                                                                                                                                                                                                                                                                                            |                                                                             |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 7.1  | Bid Security Amount                                                                                                                                                                                                                                                                                                                                        | Rs. 2, 00,000/-                                                             |
| 7.2  | Bid Validity Up to                                                                                                                                                                                                                                                                                                                                         | 180 days from the last date Stipulated. For receipt of responses to the Bid |
| 7.3  | Period within which Performance Security or Amendment thereto is to be submitted by the Successful Bidder upon notification of Award Of Contract                                                                                                                                                                                                           | 21 days                                                                     |
| 7.4  | Period within which the Successful Bidder should Sign the Contract after receipt of the Form of Contract.                                                                                                                                                                                                                                                  | 7 days                                                                      |
| 7.5  | Period of Performance Contract (from the Date of Award of Contract (read with 7.14)                                                                                                                                                                                                                                                                        | Min 24 months to be valid up to expiry of warranty                          |
| 7.6  | Performance Security Amount                                                                                                                                                                                                                                                                                                                                | 10% of Amount of contract                                                   |
| 7.7  | Minimum Warranty period for the entire Solution (refer 4.9.2)                                                                                                                                                                                                                                                                                              | 12 months from date of user acceptance                                      |
| 7.8  | User Acceptance tests.                                                                                                                                                                                                                                                                                                                                     | Refer: 7.17                                                                 |
| 7.9  | Period within which Supplier to remedy defects After having been notified of the same                                                                                                                                                                                                                                                                      | Max 6 Hrs.                                                                  |
| 7.10 | Required period of validity of the Performance Security after the completion of performance                                                                                                                                                                                                                                                                | 24 months                                                                   |
| 7.11 | Period within which Bank will return the Performance Security subject to terms mentioned in clause 4.6.4                                                                                                                                                                                                                                                   | 90 days                                                                     |
| 7.12 | Period of Training to be arranged by vendor to be mutually decided by bank and vendor                                                                                                                                                                                                                                                                      |                                                                             |
| 7.13 | Minimum AMC commitment required                                                                                                                                                                                                                                                                                                                            | 4 year                                                                      |
| 7.14 | Period within which Products / Services under the Contract are to be installed/commissioned from the Date of signing of Contract:                                                                                                                                                                                                                          | 90 days                                                                     |
| 7.15 | Amount of Bank guarantee required for AMC                                                                                                                                                                                                                                                                                                                  | 10% of AMC Cost(Part B of price schedule format 6.3)                        |
| 7.16 | Payment will be made as follows:<br>a)25% of Fixed Cost(Part A of price schedule format 6.3) Advance amount upon submission of BG<br>b)65% of Fixed Cost(Part A of price schedule format 6.3)upon delivery and installation(includes Revamping/Redesigning and Hosting )<br>c)10% of Fixed Cost(Part A of price schedule format 6.3) upon submission of BG |                                                                             |

### 7.17 Acceptance Tests

The User acceptance test will be carried out as per mutually agreed Acceptance Test Plan against the systems requirements specified under TFS. The system will be considered accepted (supplied, installed and operationalised) only after ATP is completed as per the agreed plan and is duly signed/certified by the Bank and the bidder.

\*\*\*\*\*