



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

## **Request for Proposal For Installation, Configuration, Implementation, Customization, Maintenance and Support of ALM, LRM & MRM modules in latest version of Oracle Financial Services Analytical Application (OFSAA)**

**TENDER REFERENCE # RFP – 162021-22**

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

COST OF TENDER DOCUMENT: Rs. 17,700/- (Inclusive of GST)



## Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. Bidder means the respondent to the RFP document/Vendor/Supplier/Contractor.
3. RFP means the Request for Proposal no 162021-22 RFP for Installation, Configuration, Implementation, Customization, Maintenance and Support of ALM, LRM & MRM modules in latest version of Oracle Financial Services Analytical Application (OFSAA)
4. CBS means Core Banking Solution implemented in the Bank
5. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'
6. Bidder/Respondent/Vendor/Supplier/Contractor. – signifies those who purchase this tender document and submits Response to it.
7. DC means Data Centre
8. DR/DRC/DRS means Disaster Recovery Site
9. NS/NLS means Near Site
10. DB means Database
11. PSB – Public Sector Bank
12. NSIC – National Small Industries Corporation Limited

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



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## 1. Introduction

### About Bank

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

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

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

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

### CURRENT HIGH LEVEL TECHNOLOGY ENVIRONMENT

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

- ▶ Full suite of Core Banking Solution including Deposits, Advances and Trade Finance
- ▶ Payment systems like NEFT, RTGS, SWIFT, CTS, etc.
- ▶ Anti-Money Laundering solution
- ▶ Alternate delivery channels like ATM, Mobile Banking, UPI, Internet Banking
- ▶ Cyber Security Operations Centre
- ▶ Automated Data Flow
- ▶ Own ATM Switch & 1800+ ATMs
- ▶ A Two Factor Authentication Solution 'Mahasecure' for Internet Banking
- ▶ Mail Messaging system
- ▶ Loan Life Cycle Management System
- ▶ Early Warning System

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

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

Bank would like to implement following Oracle Financial Services modules:



- A. Market Risk Measurement and Management
- B. Liquidity Risk Measurement and Management
- C. Asset Liability Management

To undertake above implementation Bank would like to appoint system integrator, Bank invites Request for Proposal from reputed institutions / professional firms / companies to assist the bank in providing services detailed more in the scope section of this document.

## 2. INVITATION FOR TENDER OFFERS

Bank invites sealed tender offers (Technical bid and masked Commercial bid) from eligible, reputed manufacturers and / or authorized dealers 162021-22 RFP for Installation, Configuration, Implementation, Customization, Maintenance and Support of ALM, LRM & MRM modules in latest version of Oracle Financial Services Analytical Application (OFSAA) as specified in Schedules of Requirement.

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.17,700/- (Rs. Seventeen Thousand Seven Hundred only) by demand draft / bankers cheque/NEFT/ in favor of Bank of Maharashtra and payable at Pune.

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

### Bid Collection and Submission Calendar

Tender Reference number	<b>162021-22</b>
Price of Tender Copy	Rs. 17,700/- * Inclusive of GST
Date of commencement of sale of tender document	09.02.2022
Last date of sale of tender document	28.02.2022 at 14:00 hours
Queries to be mailed by	14.02.2022 upto 16:00 hours
Queries to be mailed to	<a href="mailto:Keshav.metkar@mahabank.co.in">Keshav.metkar@mahabank.co.in</a> <a href="mailto:siva.devara@mahabank.co.in">siva.devara@mahabank.co.in</a> <a href="mailto:nishant.raai@mahabank.co.in">nishant.raai@mahabank.co.in</a> <a href="mailto:cmmarketrisk@mahabank.co.in">cmmarketrisk@mahabank.co.in</a> <a href="mailto:agmitd@mahabank.co.in">agmitd@mahabank.co.in</a>
Pre-Bid meeting with Bidders	17.02.2022 at 15:00 hours (Online Mode – Meeting details will be shared with bidders who have submitted NDA and Purchased the RFP)
Last Date and Time for receipts of tender offers	28.02.2022 up to 14:00 hours
Time and Date of Opening of technical bids	28.02.2022 up to 15:00 hours
Place of Opening tender offers	Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005
Address of Communication	Deputy General Manger IT Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005
Earnest Money Deposit	5 Lakh
Contact Telephone Numbers	Phone: 020 – 25614527 , 020 - 25614450
Website	<a href="https://www.bankofmaharashtra.in/tenders">https://www.bankofmaharashtra.in/tenders</a>





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

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

Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre bid meeting on above date and time at Bank of Maharashtra, Head Office, Pune (in case of exigency, Bank may conduct Pre-bid meeting through Alternate online channel). In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. However, in order to participate in the pre-bid meeting, that tender document must be purchased by the prospective bidder. In case of bidders registered with The National Small Industries Corporation Limited (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme (Please refer to Annexure S).

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

Bank Account No: 60058099506  
Account Name: BANK OF MAHARASHTRA I.T. PAYMENTS  
Bank IFCS Code: MAHB0001150  
Branch name: Pune Main Branch  
Branch Code: 1150  
Branch address: Shivaji Nagar Pune

**Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same should not be mixed with Technical bid or other documents. It should be in separate cover to be handed over to the department. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.**

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

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

**General Manager  
Information Technology**





### 3. INSTRUCTIONS TO BIDDERS

#### 3.1. Two Bid System Tender

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

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

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

Following two officers have been authorized to accept the tender documents

Shri. Keshav M, Sr. Manager- Head Office Pune  
email ID: keshav.metkar@mahabank.co.in

Shri Siva Devara, Manager- Head office Pune  
email ID: siva.devara@mahabank.co.in

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

- Type of Offer (Technical/Commercial)
- Tender Reference Number
- Due Date
- Name of Bidder

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

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

#### **ENVELOPE-I (Technical bid along with softcopy):**

The Technical bid should be complete in all respects and contain all information asked for **except prices**. The TECHNICAL BID should include all items asked for in **Annexure N of this document**. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. **A photo copy of original Commercial offers with prices duly MASKED be submitted along with the Technical Bid.**



Bank reserves the right to reject any bid submitted without masked commercial.

**ENVELOPE-II (Commercial bid):**

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

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

These two envelopes containing the Technical bid and Commercial bid should be separately submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

**ENVELOPE-III (Bid Security):**

Bidders are required to submit Bid Security/EMD.

**3.2. Terms and Conditions**

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

**3.3. Soft Copy of Tender document**

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

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs. 17,700/- by way of a demand draft in favor of Bank of Maharashtra payable at Pune while submitting the bid.

**3.4. Non-transferable Tender**

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

**3.5. Offer validity Period**

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

**3.6. Address of Communication**

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



The Deputy General Manager  
Information Technology Dept., 3rd Floor  
Bank of Maharashtra  
Head Office, "Lokmangal"  
1501, Shivaji Nagar, Pune – 411005.

**Emails:**

- 1) [dgmitd@mahabank.co.in](mailto:dgmitd@mahabank.co.in)
- 2) [agmitd@mahabank.co.in](mailto:agmitd@mahabank.co.in)
- 3) [Keshav.metkar @mahabank.co.in](mailto:Keshav.metkar@mahabank.co.in)
- 4) [Vijay.mankar@mahabank.co.in](mailto:Vijay.mankar@mahabank.co.in)

### 3.7. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP preferably **through online mode**. The queries of all the bidders should reach us in writing or over e-mail on or before on the address as mentioned above. The queries shall be submitted in forms given under **Annexure D**.

Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website

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

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

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

### 3.8. Opening of Offers by Bank

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

### 3.9. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:





**c) Eligibility Criteria:**

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

**d) Technical evaluation:**

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

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

Various stages of technical evaluation are presented below:

1. Matching the clear eligibility criteria as indicated in Section
2. Short-listing of the bidders based on the criteria
3. Arriving at the final score on technical proposal after Presentation-cum-Interview

**e) Presentation-cum-Interview**

The bidders of this RFP have to give presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the bidders in consultancy on such projects. The technical competence and capability of the bidder should be clearly reflected in the presentation. If any short listed bidder fails to make such presentation, they will be eliminated from the selection process.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

The technical qualification cut – off to qualify for commercial evaluation process would be 60%. Bidder’s scoring below the same would not be considered for commercial evaluation. However, Bank reserves the right to relax the criteria but not less than 50%.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

**f) Commercial evaluation:**

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





Commercial Bids will not be opened. The details of Reverse Auction process are given in **Annexure I** for reference.

The Commercial will have to be reported in the format as per **Annexure L**. Commercial submitted after online reverse auction should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial submitted by the respective bidder post reverse auction. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial is found to be blank and not filled with any amount, then it shall be considered as zero and the same will be offered to the Bank free of any charges.

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

1. Bidders found eligible as per qualification criteria defined by the bank
2. Bidders scoring 60% or more marks in technical bid evaluation

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

### **Reverse Auction**

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

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

### **Techno Commercial Evaluation:**

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

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



**C** Minimum – Commercial Score Minimum Quote  
**C** Quoted - Commercial Score Quoted  
**T** Minimum – Technical Score Highest Scored  
**T** Obtained -Technical Score Obtained

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

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

Technical Scores of bidders will be sealed in presence of bidders and will be opened after Reverse Auction. Bidder must be present while sealing the technical scores otherwise Bank will not entertain any claims or queries of bidder post reverse auction.

### 3.10. Technical Evaluation Criteria

Technical criteria are classified under 4 heads - Credentials, People, Functional Specifications and Presentation. The table below highlights the parameters under the technical criteria and scoring methodology.

SN	Criteria	Max Score	Minimum Score Required
1	Credentials	30	42
2	People	15	
3	Presentation	25	
4	Functional Specifications	425	255
	<b>Total</b>	<b>495</b>	<b>297</b>

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
<b>1 Credentials</b>			
1.1	Number of relevant credentials of OFSAA ALM solution implemented successfully or under implementation in a Bank/FI in India/Global*	10	<ul style="list-style-type: none"> <li>• 3 Marks for Under Implementation</li> <li>• 5 Marks for 1 Live Credential</li> <li>• 10 Marks for 2 or More Live Credentials</li> </ul>
1.2	Number of relevant credentials of OFSAA LRM solution implemented successfully or under implementation in a Bank/FI in India/Global*	10	<ul style="list-style-type: none"> <li>• 3 Marks for Under Implementation</li> <li>• 5 Marks for 1 Live Credential</li> <li>• 10 Marks for 2 or More Live Credentials</li> </ul>
1.3	Number of relevant credentials of OFSAA MRM solution implemented successfully or under implementation in a Bank/FI in India/Global*	10	<ul style="list-style-type: none"> <li>• 3 Marks for Under Implementation</li> <li>• 5 Marks for 1 Live Credential</li> <li>• 10 Marks for 2 or More Live Credentials</li> </ul>
	<b>Sub-Total</b>	<b>30</b>	
<b>2 People</b>			



Criteria	Evaluation Parameters	Max Marks	Scoring Methodology															
2.1	The bidder should have a pool of resources. The resources should currently be working or have worked in OFSAA for at least in 1 Bank (Proof should be submitted)	15	Scores will be assigned by the evaluation committee based on the skillsets of resources available in the company whose profile are shared.															
2.2																		
2.3																		
2.4																		
2.5																		
2.6																		
<b>Sub-Total</b>		<b>15</b>																
<b>3 Functional Specification</b>																		
3.1	Compliance to functional specifications as per <b>Annexure E</b>	425	<ul style="list-style-type: none"> <li>All the functionalities mentioned <b>Annexure E</b> are mandatory. Even if these functionalities have not been demonstrated at the time of technical evaluation (Marked as unavailable or customizable). Vendor has to provide/customize these functionalities at the time of implementation</li> <li>Scoring methodology per functional parameters would be as under:</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Feature Status</th> <th>Short form</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>Readily Available</td> <td>RA</td> <td>The feature is already supported and included in the out-of-the-box solution <b>(1 Mark shall be allotted)</b></td> </tr> <tr> <td>Customization</td> <td>CU</td> <td>Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. <b>(1 Mark shall be allotted)</b></td> </tr> <tr> <td>Not available, but can be developed with additional cost</td> <td>NC</td> <td>Not available, can be developed with additional cost <b>(0.25 Mark shall be allotted)</b></td> </tr> <tr> <td>Not supported / Unavailable</td> <td>UA</td> <td>This capability is neither supported nor available with</td> </tr> </tbody> </table>	Feature Status	Short form	Remarks	Readily Available	RA	The feature is already supported and included in the out-of-the-box solution <b>(1 Mark shall be allotted)</b>	Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. <b>(1 Mark shall be allotted)</b>	Not available, but can be developed with additional cost	NC	Not available, can be developed with additional cost <b>(0.25 Mark shall be allotted)</b>	Not supported / Unavailable	UA	This capability is neither supported nor available with
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Not supported / Unavailable	UA	This capability is neither supported nor available with																





Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
			this Solution. (0 / No Mark shall
	<b>Subtotal</b>	<b>425</b>	
<b>4 Presentation</b>			
<b>4.1</b>	Presentation to the Bank's Evaluation Team	25	Subjective Evaluation based on the Bank's perception of the quality & applicability of the proposal and interactions held during presentation based on following: 1. Project Execution Methodology considering the merging of three banks. 2. Data Migration/Interface approach and methodology 3. Adherence to Project Timelines 4. Execution Competency (Functional & Technical Competency) 5. Approach and Resource Commitment (Employee profiles of all key personnel as part of this project)
	<b>Sub-Total</b>	<b>25</b>	
	<b>Total Marks</b>	<b>495</b>	

**Note :**

1. The experience of bidder for the projects executed as subcontract will be scored, provided that the Bidder provides subcontracted PO to the Bank as a proof
2. The bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials

**3.11. Online mode of bid submission:**

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

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

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

**3.12. Format for Technical bid**

The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into





**three parts** – the first part should contain the documents supporting the eligibility of the bidder to participate in the tendering process as per the eligibility criteria mentioned in the RFP, the second part should contain the technical details of the proposed project and the third part should contain the brochures/other information etc.

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

1. Index
2. Covering letter. This should be as per **Annexure A**.
3. Details of the bidder, as per **Annexure B**.
4. Compliance of eligibility criteria along with support documents in following format.
5. Technical bid with Specifications as given in **section 3.12**, complete with all the columns filled in.
6. Project plan and Execution schedule.
7. Approach and Methodology for the proposed scope of work along with illustrative deliverables
8. Details of the similar assignments executed by the bidder during the last two years
9. (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished) Details of Past experiences, as per **Annexure C**
10. Details of inputs, infrastructure requirements required by the bidder to execute this assignment.
11. Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.
12. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
13. Bid Security (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
14. **Annexure F** : Format A - Compliance Agreement
15. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
16. All documentary evidence wherever required to be submitted be properly arranged.
17. Copy of the Commercial Bid duly masking the price column.
18. Proposed team profile **Annexure M**
19. Undertaking of Information Security **Annexure O**

### 3.13. Masked Commercial bid

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

### 3.14. Format for Commercial bid

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

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



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

**3.15. Erasures or Alterations**

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

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

**3.16. Location of Project Implementation**

This tender is being floated by the Head office of Bank. The Project Implementation location will be Pune. However, Bidder may be required to travel outside Pune as part of project.

**3.17. Costs & Currency**

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

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

**3.18. Right to Alter Scope**

Bank reserves the right to alter the proposed scope.

**3.19. Contract Period**

The period of contract for implementation and maintenance of the OFSAA solutions for 6 years (12 months of implementation period and 5 years after go-live) from the date of acceptance of Purchase order by the selected bidder. Bank may extend the same as per mutually agreed terms based on performance of bidder. However, if the Bank desires, the selected bidder has to provide same support for Application software after expiry of the contract period at mutually agreed terms and will be renewed on a yearly basis.

**3.20. Fixed Price**

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

**3.21. No Negotiation**



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

### 3.22. Short-listing of Bidders

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

### 3.23. Adoption of Integrity Pact:

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure H** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. In case of joint venture, all the partners of the joint venture should sign the integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP
10. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

<p style="text-align: center;"><b>Shri. Arun Jha</b> Email – arunjha01@gmail.com</p>	<p style="text-align: center;"><b>Shri. Umesh Vasant Dhatrik</b> Email <a href="mailto:-uvdhatrak@gmail.com">-uvdhatrak@gmail.com</a></p>
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### 3.24. IT Act

The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the





IT Act 2000 and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 / Amendment 2008 and subsequent amendment or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

### **3.25. Aadhaar ACT**

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

### **3.26. Compliance with All Applicable Laws**

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

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

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

### **3.27. Repeat Orders**

Bank reserves the right to place repeat order/s on the bidder under the same terms and conditions within a period of 12 months from the date of acceptance of purchase order by the bidder. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.





### 3.28. Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favour of Bank of Maharashtra and payable at Pune, (valid for 90 days from the due date of the tender) for Rs. 5 Lacs (Rupees Five Lacs Only) as Earnest Money Deposit (EMD) along with their offer. Offers made without E.M.D. will be rejected. Bank will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or by any scheduled commercial bank acceptable to Bank. In case of Bank Guarantee from other than Public sector banks prior permission of Bank is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed as **Annexure P**. The EMD will not carry any interest.

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

#### The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Bank.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- If successful bidder fails to execute the contract/SLA within required time
- The EMD will be refunded to
  - The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee of amount specified in RFP document valid till the end of assignment period with additional claim period of 6 (Six) months.
  - The unsuccessful bidders, only after acceptance of the "Letter of Appointment" by the selected bidder.

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

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

### 3.29. Cancellation of Contract and Compensation



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

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

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

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

### **3.30. commercial**

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

### **3.31. Assignment**

This Agreement shall not be assigned either fully or in part by the Receiving Party to any third party without the prior written consent of Bank. Bank may at any time in whole or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of receiving party

### **3.32. Subcontracting**

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

### **3.33. Protection of Reputation**



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

### **3.34. Solution Integration with SIEM**

It would be bidder's responsibility to integrate proposed solution with existing SIEM to generate alerts for any violations IT Security related violation. Bidders is expected to support bank to send logs from the proposed configuration in an acceptable format to the existing SIEM solution.

Bidder would be provided adequate support by bank's existing SIEM system integrator for the purpose of integration.

### **3.35. ISMS Framework**

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

### **3.36. Change Management**

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

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

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

### **3.37. Supplier BCP**

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

## **4. SCOPE OF WORK**

### **4.1. Project Objective**

The purpose of this RFP is to invite bids from established entities for Installation, Configuration, Implementation Customization, Maintenance and Support of following modules in latest version of Oracle Financial Services Analytical Application (OFSAA):

Bank has procured below licenses:





1. Oracle Financial Services Market Risk Measurement and Management - (User/Units) \$30B in Total Assets 5 Year (License Type) - FTR
2. Oracle Financial Services Liquidity Risk Measurement and Management - (User/Units) \$30B in Total Assets Perpetual (License Type) -FULL USE
3. Oracle Financial Services Liquidity Risk Regulatory Calculations for Reserve Bank of India - (User/Units) \$30B in Total Assets Perpetual (License Type) -FULL USE
4. Oracle Financial Services Asset Liability Management Analytics - (User/Units) Application User Perpetual 10 (License Type) - FULL USE
5. Oracle Financial Services Asset Liability Management - (User/Units) \$30B in Total Assets Perpetual (License Type) -FULL USE
6. Oracle Financial Services Analytical Applications Infrastructure - (User/Units) \$30B in Total Assets Perpetual (License Type) - FULL USE

1. The Bank invites bids to implement the above OFSAA Solutions for its domestic operations. The Bidder should be a well-qualified total solution provider to implement the initiative successfully. The Bidder should be capable of providing OFSAA implementation services, including but not limited to project management, application implementation, performance tuning, testing, providing interfaces required for the Solution.
2. Bank during the period of the Contract, based on its technical and functional requirement can add additional third party application and interfaces to the OFSAA Solution. Bidder has to extend all necessary support and assistance for the Solution with the required third party applications and interfaces desired by the Bank.
3. The Bidder should ensure that all systemic changes or new requirements necessitated out of regulatory guidelines between the date of the RFP as well as implementation and roll out are made available from day one of the solution going live.

#### 4.2. Project Scope

1. Based on the contents of the RFP, the Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same and the resource requirements. The Bank expressly stipulates the Bidder's selection under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The Bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Bank.
2. Bidder shall be responsible for requirement gathering, design, build and test of the software solution (including ETL for data transformation and loading) for the generation of the reports, available in purchased OFSAA modules, for Indian operations with no manual intervention and as per regulatory guidelines.
3. Other than reports available in module, the bidder shall provide all regulatory, statutory and MIS reports as required by the Bank in the desired format. Details of report are enclosed as **Annexure E**. Bidder to ensure that no duplicate cost is factored on account of any duplication in reports between reports available in the modules and as of **Annexure E**.





4. The Bidder is required to note the following points:

- a. **The Bidder should design the reports in such way that in case addition/modification/deletion of any new branch (domestic, overseas or any subsidiary) can be automatically configured and added in the system so that no extra efforts and change requested needed for doing.**
- b. The Bidder has to provide the hardware sizing based on the projections provided by the Bank to ensure availability, scalability, redundancy and performance of the solution and to meet the requirements as per the terms of the RFP within the timeframe prescribed by the Bank. The proposed solution shall be hosted on Bank's on premise hyper-converged Infrastructure in Red Hat Linux OS version 7 or above. However, solution should have capability to migrate to any other platform as per the Bank's requirement. Bank shall provide Hardware, Operating System and Oracle Database. The bidder has to ensure that the implementation is seamlessly done so as to get the desired benefits.
- c. The Bidder is completely responsible for the implementation of the proposed solution to meet the scope and objectives of the RFP and all addendum & corrigendum issued thereafter. The Bank assumes no responsibility for the assumptions made by the Bidder.
- d. The Bidder will be the single point of contact/reference to the Bank. The Bank will enter into agreement with the selected Bidder only. However, the Bidder must confirm to the Bank that they are willing to enter into back to back arrangement with third party for risk mitigation in meeting the deliverables, implementation and other service commitments as per the RFP, the Bidder makes to the Bank under the Contract to be entered into. If requested by the Bank, the Bidders must share a copy of the back to back arrangement with other Partners/Associates/Consortium members/OEMs with the Bank. In case of third party involvement, Bank's guidelines regarding third party services/outsourcing must be followed.

**4.3. Phased Implementation:**

1. The Bidder has to implement the integrated OFSAA in a modular and phased manner as per Project Timelines section of this document
2. The Bidder will be responsible for installing the applications with all the customizations
3. The Bidder will set all the parameters in the application as accepted in the test environment. The Bidder shall be responsible for accuracy of the parameters set according to the business needs of the Bank.

**4.4. Deployment of Integrated OFSAA and related modules**

The Bidder is required to customize, test, implement, train and rollout i.e. end to end implementation of the purchased version of OFSAA application as per the requirements of this RFP for the period of the Contract.

**4.5. Interface and Integration Requirements**

1. The Bidder has to customize, implement, train and rollout the interfaces necessary for the functioning of the solution.
2. The Bidder is required to upgrade interfaces between the proposed Solution with the applications and systems mentioned below (not limited to).



- Core Banking System (B@NCS 24)
  - E-Treasury System
  - Oracle General Ledger
  - Data Warehouse
  - CIMS (Centralized Information Management System) and MIS (Management Information System)
  - LLMS (Loan Lifecycle Management System)
  - OFSAA - Fund Transfer Pricing
  - IFRS Ind-AS
  - Any other System as per Bank's requirement
3. It is the expectation of the Bank that the integration/interface architecture is based around industry best practices.
  4. The Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the existing systems of the Bank and for all other functionalities as mentioned in this RFP.
  5. The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank architecture principles.
  6. The Bidder will present to the Bank the interface requirements for review.
  7. Any suggestions from the Bank will have to be included by the Bidder.
  8. The Bidder will be responsible for developing and testing the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.
  9. The Bidder must ensure that all applicable interfaces are automated with no manual intervention.
  10. The Bidder will ensure and incorporate all necessary security and control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times.
  11. The Bidder will be responsible for setting up the test environment for interface testing
  12. The Bidder will help/assist the Bank in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Bank.
  13. The Bidder must ensure that a sound methodology is implemented to manage the interfaces
  14. The Bank reserves the right to prioritize the interface building within the overall timelines of the Project.

#### **4.6. Disaster Recovery Mechanism**

The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful vendor should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

#### **4.7. Implementation Methodology**

The Bidder should follow a suitable methodology for delivering the requirements of the RFP for the entire Contract period. Accordingly, the Bidder should factor for necessary effort and team deployment. The methodology should clearly lay out the overall steps from initiation to closure of this engagement. The methodology should address all stages including development, customization, and hardware/software installation/configuration



services. Each step should detail the input, process and output. The Bidder should further provide the deliverables and sign off process for each of the deliverables at various stages.

The Bidder should be committed to the success of the project and the actual project implementation. The following are the expectations with respect to bidder involvement during the Contract period:

- The Bidder should provide qualified personnel who will ensure that the OFSAA Solution is designed and implemented according to the highest standards during the implementation phases.
- The Bidder should ensure that it provides experienced, qualified staff during the implementation, support, sustenance phases.

The System integrator will need to ensure that these resources are on the ground in the project on a full time onsite basis during the implementation phase and the Bank will verify the same through a review of resumes and organizational photo id, timesheets and by taking an undertaking from the vendor and any other means necessary.

#### **4.8. Functional Gap Specification Study**

1. The Bidder will conduct a detailed systems requirements study and provide an OFSAA Functional Gap Specification Study (“FGSM”) relating to the functionalities as required to support the outcome from existing system. The FGSM must also include all the areas where the Bidder is suggesting a work-around and replacement of customizations with standard functionality. The Bidder is expected to assist the Bank in aligning the business requirements with the application so as to enable centralization of desired business process, eliminate redundant and duplicate processes, increase operational efficiency and improve customer service. Bidder is expected to prepare detailed documentation, presentation, workflows for the business processes affected due to implementation of the OFSAA Solution and other applications implementation.
2. The Bidder shall provide the FGSM to the Bank for review and comments, and any comments or suggestions of the Bank will be incorporated therein.
3. The Bank will identify functional heads for each process, which would be responsible for the review, comments and sign-off of the FGSM
4. The Bank will have to be a party to the Functional Requirements Specifications sign-off, UAT, UAT sign-off, Installation sign-off and Implementation signoff
5. The FGSM will be deemed completed when signed-off from the Bank.

#### **4.9. Customization**

1. The Bidder is expected to undertake a detailed current system and procedures assessment for the Solution. The Bidder is expected to document the current state assessment and get the same reviewed and approved by the bank. The Bidder is also expected to identify the current state gaps between the procedures and practices followed by the Bank with the integrated OFSAA solution being implemented and get the same reviewed and approved by the Bank.
2. The Bidder needs to provide all existing management, statutory and regulatory reports as required by the regulatory authorities/institutions. The Bank will not pay





any additional customization costs either for gaps observed and/or gaps observed for existing management, statutory or regulatory reports as required by the Bank.

3. The Bidder is expected to provide a resolution to all gaps observed during Functional Requirement, Product Demonstration, Current Systems Study, Training, User Acceptance Testing (UAT), Business Process Definition (BPD) and subsequent roll out for all the proposed solutions. The cost of customization should be included in the price bid.
4. Over and above the Bank's existing reports, the Bidder must make provision for configuration/customization/development and delivery of additional reports/MIS from the Solution. Bank at its discretion may avail the development of any additional reports/MIS. The Bidder has to provide a onetime cost for development of reports involving 100 man-days efforts (for evaluation purpose development of 20 reports) from the Solution. The Bank will pay the proportionate amount on a pro-rata basis to the Bidder based on per-mand ay efforts required for reports delivered; post the satisfactory acceptance of the reports by the Bank.

#### 4.10. Additional Customization

The Bank may require the Bidder to address additional requirements that are not either of the following:

- Bug fixes
- Gaps against the functionalities in existing system

The Bidder will have to ensure that the software provided as part of the Integrated OFSAA Solution project meets all the requirements described in this RFP and carry out all customizations or development work as maybe required by the Bank at no additional charge/fees/expenses. The Bidder will have to provide all the MIS reports as per the requirements of the Bank. The precise scope of the customization and development work to be undertaken by the Bidder will have to be as per the requirements of the Bank as described in the RFP.

The Bidder will have to carry out all the customization related work at the premises of the Bank or off-site in case the customization cannot be carried out at the Bank premises.

The Bidder will have to install and commission the software for customization and UAT as per Project Plan failing which the Bidder will have to be liable to pay the Bank the applicable penalty for delay (Liquidated damages). The Bidder will have to provide all tools, testing instruments, drivers, consumables, etc. required to install and customize and test the software free of any fees or charges or any expenses. The Bidder will have to provide the Bank weekly progress reports on the bugs/problems reported/points taken up with schedule of date of reporting, date of resolving, and status for all kind of bugs and problems whether reported by bank or Bidder staff.

The cost of all customizations as mentioned above is required to be included in the price bid and the Bank will not make any additional costs for such effort till go live. While costing the customization effort required, the Bidder should exclude the effort required from the Bank.



#### 4.11. Module Integration

The Bidder is expected to build integration between the modules under the scope. For such activity, the Bidder would have to make a system study, identify gaps, resolve the same, test all such scenarios and then implement the same into production. So as to ensure the total integration and functionalities of the system, the Bidder needs to integrate all the software modules. The Bidder will be responsible for fault detection and rectification. The Bidder is responsible to ensure that the integrated systems are fully functional.

#### 4.12. Gap Identification and Resolution

1. The Bidder has to provide all functionalities as offered by OFSAA and as mentioned in the FGSM.
2. The Bidder will provide the Bank with the gap identification report along with the necessary solutions to overcome the gaps and the time frames.
3. The Bidder will ensure that all gaps identified at the time of system testing will be immediately resolved.
4. The Bidder will ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, or any other third party agency engaged by the Bank will be immediately resolved.
5. The Bidder shall resolve gaps by proposing a suitable work around or customizing the proposed solution by way of modifications/enhancements, as necessary, to the proposed software solution.
6. The Bidder shall provide all statutory, regulatory and ad hoc MIS (Management Information System) reports as required by the Bank in the desired format during the initial phase of customization process.
7. The Bidder shall provide for all subsequent changes to reports as suggested by the statutory and regulatory bodies from time to time immediately to the Bank at no additional cost to the Bank during the Contract period.
8. The Bidder will give adequate time to the Bank for reviewing the gap report.
9. The Bidder will incorporate all the suggestions made by the Bank to the gap report.
10. The Bidder will ensure that they have the necessary infrastructure and people in place to resolve all the gaps within the time lines agreed, for the implementation and roll out.
11. The Bidder is expected to document all gaps observed by the Bank at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation.

#### 4.13. Testing

1. The Bank proposes to conduct "User Acceptance Testing" (UAT) of the Solution for the purpose of ensuring that all the functionalities requested for by the Bank are available and are functioning accurately.
2. The Bidder will have to document and submit to the Bank all the testing activities, procedures and results.
3. The Bidder will convey to the Bank that all the customizations that are required to "Go Live", as agreed upon and signed off by the Bank are completed and the solution is ready for testing.
4. The Bank expects the Bidder to help set up the required test & development server at DC at the desired testing centre of the Bank for the purpose of testing.
5. The Bidder will be responsible for preparing detailed test cases including test data.
6. The Bidder will assist the Bank in conducting all the tests and analysing/comparing the results. Bidder shall provide adequate full time resources conversant in all



- business areas, for trouble-shooting and resolving defects during the entire UAT process.
7. Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve them immediately or within the UAT approach and guidelines, formulated between the Bidder and the Bank. The resolution timelines will be completely aligned to the project timeline of this RFP.
  8. The Bidder will be responsible for maintaining appropriate program change control and version control for all the modifications/enhancements carried out during the implementation/testing phase.
  9. The Bidder will be responsible for providing and updating system & user documentation as per the modifications.

#### 4.14. Training

The Bidder will be responsible for training the Bank's employees in the areas of parameterization, implementation, migration, operations, management, error handling, system administration, etc. The training should at least cover the following areas:

- a. Functionality available in the solution
- b. Customization development
- c. Parameterization
- d. Data Migration (data mapping, field validations, default values, gaps in data migration, manual data entry programs etc.)
- e. Impact analysis
- f. Techniques of generating various MIS/EIS reports from the solution provided
- g. System and Application administration
- h. Log analysis and monitoring

Sl. No.	Training Type	Min. No. of Days/ Weeks per Batch	Batches
1	Executive Awareness	1 day	1
2	Core Team training	3-5 days	1
3	Technical Users training	3-5 days	1

No. of Trainees per batch will be decided by the Bank

All the trainings would be held at the appropriate sites (Bidder and Bank premises as identified from time to time) and the Bidder has to organize the trainer/s.

The Bidder will be expected to deliver to the Bank one (1) physical copy and one (1) electronic copy of documentation for each of the deliverables and online context-sensitive help module included in the software to enable the Bank's personnel to use and understand the operations of the deliverables. The Bank may make additional copies of the Bank specific documentation for their internal use

The key trainings as per the RFP are mentioned below. The Bidder have to quote for the complete cost for conducting the training for the Bank users.

#### 4.15. UAT

For the implementation phase, all the testing, regression testing should be completed as per respective phased implementation. It will be the Bidder's responsibility to create the





testing environment for the Banks employees to do the testing and the Bidder will be required to assist the Bank in the entire testing phase.

#### **4.16. Interface building**

All interfaces as mentioned should be developed and successfully implemented as specified in this RFP section as per the respective phases.

#### **4.17. Post Production Support**

The Bidder will provide post production support of one techno-functional analyst for 90 days from Go-live date at on-site and thereafter off-site support for further 3 months thereafter.

#### **4.18. Roll Out Plan**

The Bidder is required to submit the roll out plan (from the date of PO issuance) as per Project Timelines specified in this document. The Bidder is expected to factor in all effort required to adhere to these timelines. The Bank will not accept any plea by the Bidder at a later date for deviating from these timelines on the pretext that the same was not explicitly mentioned in the RFP.

1. Supply additional licenses or components required if any for end to end implementation of solutions
2. Implement and maintain the solution for period of contract.

#### **4.19. Hardware Sizing**

The bidder is required to install, configure and maintain the solution on Bank's on-premise hyper-converged infrastructure in Red Hat Linux OS version 7 or higher. Bank shall provide Hardware, Operating System and Oracle Database. However, the selected bidder has to complete Installation, Configuration, Customization, Maintenance and Support of proposed Modules (LRM) in Oracle Financial Services Analytical Application (OFSAA),

The successful bidder must design the solution with high availability & secure infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

Bidder is required to share the detailed configuration of the recommended Development, Test, Disaster Recovery and Production server environments as per the requirements mentioned. Hardware intended to be sized by the bidder for ALM, LRM and MRM Solution should be able to process the peak level transactions projected at the end of contract period, at any point of time seamlessly and adhere to the hardware utilization parameters mentioned in this document.

Inputs required for hardware sizing will be discussed with successful bidder.

#### **Performance Parameters:**

The sizing for the hardware should consider the following:



1. The sized hardware should be as per industry standard and should consider have high reliability, fault tolerance, redundancy and high availability.
2. The sized hardware for the solution should not exceed 70% of CPU(s), Memory(s), storage space and storage performance utilization levels at any given point in time during the contract period.
3. Clustering of the application and database servers where required
4. The sized hardware and software should support the ALM, LRM and MRM Solution requirements for a period of 5 years post the acceptance of the solution.

### **Network Requirements**

Bidders should provide the details of the network requirements for the proposed solution.

### **Disaster Recovery**

The solution must support Disaster Recovery plans as follows:

1. Allow fail over to a DR Site
2. Provide architecture and design for Disaster Recovery.
3. Disaster Recovery design to support that "No transactions are lost".
4. SI must detail out any licensing information related to Disaster Recovery design.

Peak: The peak utilization of the components mentioned above should not cross 70% of its installed / activated performance parameters even at peak load for the entire contract period.

### **Software Licenses**

Bank will provide Hardware, OS, Database, Network and OFSAA licenses as mentioned in the RFP. All other reporting/environmental tools or software such as OBIEE (Oracle Business Intelligence Enterprise Edition ), Oracle Hyperion Essbase Erwin Data Modeler Environmental software/tools for OFSAA application and Oracle warehouse builder required by the bidder to complete the scope of RFP are to be quoted by Bidder with ATS for period of contract.

The bidder is not required to quote the cost of OFSAA licenses as the Bank already has the licenses and is having the Annual Technical Support to enhance the product

#### **4.20. Audit**

All actions and activities performed within the system should have a full audit trail that not only simplifies troubleshooting and problem resolution but also provides an audit document to pinpoint accountability. The application architecture should also provide for easy drill down and scale up of information. Business logic should be available and verifiable "as of" a particular point in time to support comprehensive auditing requirements.

There should also be proper audit trail of addition, deletion, modification, activation, deactivation etc. of users and their system rights. In addition, there should also be proper audit trail of addition, deletion, modification, at the record level showing the changes, users, date and time stamp.



The system should be enabled to generate a detailed audit trail on a daily basis for the following minimum features:

- A. Attempted unauthorized logins
- B. Time of login and logout
- C. Change of passwords
- D. Change of parameters
- E. The audit trail should be at a granular level, and track the user across each activity
- F. All transactions should be time stamped with user ID along with details of modification, if any
- G. Details of databases accessed and modified by the users should be made available through the system
- H. The system should be enabled to store and track all system events, including corrections and cancellations by multiple criteria
- I. The system should maintain an error log in case of missing and/or erroneous data

The bidder should also help to integrate proposed solutions with SIEM of Bank.

#### **4.21. Support**

The Bidder should preferably have support center in Pune to provide post implementation support. The successful bidder has to ensure support to Bank in following ways for smooth functioning:

##### **4.21.1. Onsite Support**

The bidder has to provide at least two onsite technical experts (having experience of minimum 3 years) after go-live at Pune from 10 AM to 8 PM (except Bank holidays) for technical support without any additional cost such as travelling, lodging, resources etc. from date of issue of purchase order. In case of business requirements, vendor may be asked to depute the resources beyond the above stipulated time. The timing may be changed at bank's discretion. In case of need or emergent situation it may be extended on Sunday/Holidays also. Onsite support resources for OFSAA for modules i.e. ALM, LRM, MRM will be from the date of issue of purchase order and will be valid for five years after go-live of the project.

Bank has the discretion to reduce/ terminate the onsite support as per the requirement with one-month notice period. On banks' request, the successful bidder is bound to increase the onsite support resource at the cost specified in the price breakup. On-site support should be provided by technical experts conversant with system. Cost of the support will be frozen for the contract period.

During the assignment substitution of resources shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet obligation. In such circumstances successful bidder can do so only with the concurrence of the bank by providing alternate staff of same level of qualifications and expertise. If bank is not satisfied with substitution, bank reserves the right to terminate the contract and recover whatever payments made by the bank to the successful bidder during the course of the assignment besides claiming an amount, equal to contract value as liquidated damages.





Bank may take additional resource/s as per discovered price through this tender process. As the Total Cost of Ownership (TCO) is for 2 onsite resources, cost of 2 onsite resource will be derived proportionately from the TCO of successful bidder.

The onsite resources must have degree of B.E/B.Tech/MCA (IT/Computer Science) and with minimum 3years experience on the solution provided to Bank under this RFP. The onsite resources must have expertise in OFSAA application (technical as well as functional), PL/SQL, ETL process, OFSAA admin, DBA role, OBIEE reports etc. The Bidder should provide the necessary document on qualification & experience in the desired area of team members.

The technical resources should be competent to handle/ develop/ integrate/ implement/ test/ go-live of the solution/customizations within Bank's stipulated time. Onsite resources are expected to perform development, testing, UAT, preparation of test cases, support, monitoring, certification, implementation, reporting, coordination with banks team/s, Audit compliance, VAPT(Vulnerability Assessment & Penetration Testing) closure, any other statutory compliance, patch installation, fixes, analytics, logged complain for software/hardware issues, fraud risk/rule management & monitoring, day to day MIS reports, conducting DR Drill, DC-DR Drill, database support including performance monitoring, perform daily/weekly/monthly/yearly backup and restoration activity, optimization, maintenance of table spaces, log files, troubleshooting, online replication with zero lag, product documentation, user management and post go-live support. These activities are illustrative and the details will be shared with successful bidder.

It is also the responsibility of onsite resource to keep the solution up and running failing which penalty will be levied as defined in SLA

Also, the onsite resources should be competent for resolution of issues as pertaining to existing/ new ALM rules, existing ALM PL SQL procedures and batches, failure of any existing ALM ETL tasks. Resources should be competent to development of new or modification of existing OBIEE reports, generation of all daily/ Weekly/Fortnightly / Monthly ALM reports – including ETL, batch runs for report generation etc. Also provide data pertaining to existing/new ALM reports which would be required for Management purposes. Onsite engineer will also coordinate/log call with Bank's provided infrastructure/ OEM as Database/Operating system/Hardware etc. to concerned vendor in case any issue is encountered.

Onsite resource should have expertise on all the environmental software components as Oracle Hyperion ESSBASE, Erwin data modeler etc. used under OFSAA application. Resources should be competent to provide resolution for issues pertaining to environmental software.

Bank reserves the right to claim change in resource based on the performance of the resources.

Detailed process documentation, SOP (Standard operating procedure) and management of solution should be created and submitted before project signoff.

Selected bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at bank's site. The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any



employment right with the bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank and it would be responsibility of selected bidder to address such issues without involving the bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/ disclosed/ misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere to Bank's request for removal of any personnel, if bank notices any negligence/gross misconduct/violation of trade secret/disclosure of bank's data to third party and any decision of the bank in this regard would be final and binding upon the selected vendor.

#### 4.21.2.Maintenance Support

The Bidder must provide necessary support to ensure uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level agreement (SLA). The support includes, inter alia, maintenance, patch management, upgrades and troubleshooting, audit closures etc.

#### 4.21.3.Project Management

Successful bidder must appoint a Support Coordination Manager dedicated to the Bank account only, immediately after receiving the work order/letter of intent. The Coordination Manager should have direct experience of successful end to end implementation/management of the entire project. The Coordination Manager should be directly and easily accessible to the Bank officials through convenient communication channels like phone/fax/e-mail etc.

Detailed Project review must be conducted during project execution at no additional cost. These reviews are required weekly with the project leaders/project manager or steering Committee level (of successful bidder and the Bank) respectively. The review will be in order to monitor progress of the project and take necessary corrective action, if required. The successful bidder will submit weekly reports regarding the progress of work along with the corrective actions/suggestions and risk management plan. Any document submitted by the successful bidder should be properly backed up by quality review documents. Extension of contract for support however shall be at the discretion of the bank.

#### Project Team:

To implement the program and achieve desired objectives, bidder will be required to deploy project team at Bank's premise in Pune. The proposed team shall work with Bank's team. Bidder may be required to involve subject matter experts during the tenure of project. Such SME may be called onsite as and when required.

Profiles should be provided by the bidder for all resources which will be working on the project in following format along with resume and client reference.

[1] Resource Designation	[2]Educational Qualification	[3]Length of experience	[4]Details of assignments done for OFSAA Implementation	[5]Name and type/industry of Client for which
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			Projects covered under scope of current RFP	assignment was done in column [4]
Eg. Team Lead	Full Time MBA and PMP	9 Years	Implementation of ALM	PSU Bank – ABC Bank

Bidder should provide above details covering all possible work experiences relevant to scope of this RFP documents along with supporting evidences in Technical Bid as the same would be used by Bank for technical scoring. Bank may cross check any of the references through any means. Bank may Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case any reference/ experience/ certification/skill set is found to be inadequate/not genuine/forged, for any of the items above. Bank, at its sole discretion, may exercise any or all of the options against the Vendor

Bidder may be required to move resources from out Bank's project but resource should be released only after writtern approval from Bank and resoruce of equivalent or higher skills level should be provided as a replcement.

The bidder must align their resources for this project that are sufficient and capable to execute project on time and with quality , not only for all agreed assignments during, but also a few new requirements that may come up dynamically (if any).

Human resources allocated to the project needs to be consistently available to the Bank for the duration of the engagement. bidder is responsible to ensure that there is no interruption in service, or delaying of committed timelines, due to unavailability of resources, at any time. Unavailability of resources may attract penalty.

Bidder's teams need to work in coordination and fruitful collaboration with Bank's Official and with Bank's existing Service Providers and other stakeholders.

Bidder's Team allocated for this project is expected to include broad level, but not limited to key profile roles. Each role may have multiple resources.

The proposed team shall be composed of experts and specialists in their respective areas of expertise such that the bidder should be able to complete the implementaion within the specified time schedule. The resource profiles mentioned above are tentative. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this project. The CV of each such Professional Personnel, if any, should also be submitted.

Bidder may ramp up or ramp downs the resource for various milestones. However initial plan (resource projection from each activity) should be submitted along with the technical bid.

The proposed onsite resources are required to work from Pune Only

During the assignment, the project director/ leads and key personnel identified for the assignment should to continue their services exclusively for the Bank under this RFP till completion and the substitution of key staff will not be allowed unless such





substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation.

In such unavoidable circumstances, the selected bidder, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP. However, the Bank reserves the unconditional right to insist the selected Bidder to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to this RFP.

The Bank will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the bidder to the satisfaction of the Bank.

## 5. Qualification Criteria

### 5.1. Eligibility of the Bidder

- 5.1.1. The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 / 2013 or The bidder must be a registered firm/ company/LLP/ trust/government owned organization/and shall be in existence for the last five years (as on 31.03.2021). Copy of the certificate of incorporation and registration should be enclosed as documentary proof.
- 5.1.2. The Bidder should have a yearly turnover of greater than Rs.25 crores (each year) in the past three financial years (2018-19, 2019-20 and 2020-21). This must be the individual Company's turnover and not that of any group of Companies. The bidder should have positive net worth in each of last 3 financial years. (Certified / Audited Balance Sheets and P&L statements for last 3 years should be submitted in support of the turnover and profitability. The Bidder should submit a Certificate from their Chartered Accountants regarding their financial capability.)
- 5.1.3. The bidder should have support Office/Branch in Pune.
- 5.1.4. The bidder should be OEM / authorized partner for the software to be implemented for (Proof to be submitted). Either OEM or authorized partners of OEM can bid in a tender but not both.
- 5.1.5. The Bidder shall not have been blacklisted by any government organization/State Govt./PSU/ banks. Self-declaration to that effect shall be submitted along with the technical bid
- 5.1.6. The Bidder should have experience of completing at least 1 project covering implementation and support for ALM/LRM/ MRM modules in at least one scheduled Commercial Bank/Financial Institution/Foreign Bank in last 5 years in India. The solution should be live as on date of floating of RFP. the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory.



5.1.7. Bidder should have Core Team of Minimum 4 resources having experience of minimum 5 years in OFSAA 6.0 or above in implementation of any of following OFSAA - LRM, ALM, MRM to execute the current assignment of implementation of modules viz ALM/LRM/MRM. Profile of proposed team members is required to be furnished. List and Profiles of resources having such expertise detailing the projects handled to be provided Including a list of resources to be deployed for the Bank project to be submitted

5.1.8. The bidder should submit Pre-Contract Integrity Pact as per format provided in **Annexure- H** of the RFP. (A person/entity signing IP shall not approach the court while representing the matters to IEMs and he/she will wait their decision in the matter)

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

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

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

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

## 6. Terms and Conditions

### 6.1. Performance Bank Guarantee (3%)

The successful bidder should furnish a Performance Bank Guarantee to the extent of 3 % of the value of the contract within 30 days of the date of receipt of the purchase order/indent. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 6 months. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract. The limit of PBG of 3 % is as per guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division (No. F.9/4/2020-PPD) dated 30th December 2021 which are applicable to all tenders/ contracts issued/ concluded till 31st March 2022. If the tenders/ contracts is not issued/ concluded till 31st March 2022, as per revised guidelines of GOI (if any) will be applicable with regards to PBG. In absence of any guidelines from GOI, the limit of PBG will be 10 %



## 6.2. Payment Terms

### 6.2.1. License and Implementation Cost

Sn	Specifications	License Cost	Implementation Cost
1	Sign off of Functional Requirement Specification Manual by Bank and SI	0%	10%
2	UAT sign off of regulatory reports/returns of ALM, LRM and MRM	50%	15%
3	UAT sign off of remaining reports / returns of ALM, LRM and MRM	50%	15%
4	Go live	-	40%
6	After successful completion of one DR drill	-	5%
7	Retention money payable after contract period	-	10% (Will be released after go live if PBG is submitted)

### 6.2.2. Payment on Onsite Support and implementation:

The Successful bidder has to ensure availability of the manpower requirement as per the RFP. The payment for the Cost of Manpower for onsite support will be payable quarterly in arrears.

### 6.2.3. AMC/ATS of Software:

The AMC cost after warranty period, shall be paid quarterly in arrears for the subsequent years. All Software proposed as part of the solution should be maintained with back to back 24x7x365 support from the respective OEMs by the Successful Bidder till the end of the contract period. All payments will be released only after submission of the proof for the same along with the invoices, request for payment and other related documents.

## 6.3. Project Timelines

The Bidder is expected to adhere the timelines stipulated below.

Phased Implementation and Rollout of the Integrated OFSA solution:

### 6.3.1. Phase 1: Implementation of Oracle Financial Services Analytical Applications Infrastructure:

The Bidder would need to complete the implementation of OFSAA infrastructure within **3 months** from the date of placing the order.





**6.3.2. Phase 1: Implementation of Oracle Financial Services Asset Liabilities Management solution:**

The Bidder would need to complete the implementation and go live of OFSAA-ALM solution covering all functionalities of the Bank within **6 months** from the date of placing the order.

**6.3.3. Phase 2: Implementation of Oracle Financial Services Asset Liabilities Management Analytics solution:**

The Bidder would need to complete the implementation and go live of OFSAA-ALM analytics solution covering all functionalities of the Bank within **8 months** from the date of placing the order.

**6.3.4. Phase 3: Implementation of Oracle Financial Services Liquidity Risk Measurement and Management solution:**

The Bidder would need to complete the implementation and go live of OFSAA-LRMM solution covering all functionalities of the Bank within **10 months** from the date of placing the order.

**6.3.5. Phase 4: Implementation of Oracle Financial Services Liquidity risk regulatory calculations for RBI solution:**

The Bidder would need to complete the implementation and go live of Oracle Financial Services Liquidity risk regulatory calculations for RBI solution covering all functionalities of the Bank within **10 months** from the date of placing the order.

**6.3.6. Phase 5: Implementation of Oracle Financial Services Market Risk Measurement and Management solution:**

The Bidder would need to complete the implementation and go live of Oracle Financial Services Market Risk Measurement and Management solution covering all functionalities of the Bank within **12 months** from the date of placing the order.

**6.4. Exit Option & Contract Re-negotiation**

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
  - a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 30 days of receipt of purchase contract or agreed terms by Bank;
  - b. The selected bidder commits a breach of any of the terms and conditions of the contract.
  - c. The bidder goes into liquidation voluntarily or otherwise.
  - d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
  - e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.
  - f. Deduction on account of liquidated damages exceeds 10% of the total contract price.



- g. Delay in delivery / installation / commissioning of Video Conferencing solution beyond the specified period for the same as mentioned in the order.
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
5. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.

#### **6.5. Intellectual Property Rights**

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

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

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

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

#### **6.6. Corrupt & Fraudulent Practices**

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



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

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

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

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

#### **6.7. Conflict of Interest**

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

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

#### **6.8. Violation of Terms**

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

#### **6.9. Termination**

- 1 The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.
- 2 The Bank shall be entitled to terminate the agreement at any time by giving notice if:
  - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
  - b. The bidder
    - (i) has a winding up order made against it; or
    - (ii) has a receiver appointed over all or substantial assets; or
    - (iii) is or becomes unable to pay its debts as they become due; or





- (iv) enters into any arrangement or composition with or for the benefit of its creditors; or
- (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- 3 The bidder shall have right to terminate only in the event of winding up of the Bank.
- 4 The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.

#### 6.10. Effect of Termination

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

#### 6.11. Service Level Agreement

1. The selected bidder should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement (NDA). The selected bidder should execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order/Letter of Intent.
2. The bidder needs to strictly adhere to Service Level requirements
  - a. **Response Time:** 30 minutes from the time of complaint.
  - b. **Resolution Time:** 2 hours from the time of complaint for calls.
3. Penalties will be applicable due to downtime of OFSAA software application only and will not be attributed to the bidder on account of any external dependency due to any problem in OS/Hardware/Network etc.
4. In case of absence of the engineer(s), bidder needs to provide the backup engineer(s). In case backup engineer(s) is not provided by the vendor, Bank will deduct the penalty of Rs. 10,000/- per day per engineer for absence of engineer(s) and the penalty amount will be deducted from the Invoice amount.
5. If any complaint is not resolved within 2 hours from the time of complaint of calls, a penalty of Rs. 10,000/- will be levied.



6. Further if the number of downtime instances during a month exceeds 3 times, an additional penalty of Rs. 1,00,000/- will be charged.
7. Penalties, if any shall be calculated for every month and recovered from the next payment payable to the successful bidder.
8. Wherever applicable as stated above while effecting any payment, deduction towards LD payment will be made. Hence the bidder should raise the invoice deducting the penalty amount.
9. The penalty is capped at maximum 10% of quarterly payout.

## 6.12. Liquidated Damages

Penalty for delay in the Service(s) rendered for each week of delay beyond the scheduled date or part thereof will be a sum equivalent to 0.25% of the cost of the deliverables for the respective implementation phase for delay of one week or part thereof each time, subject to maximum of 10 % (Ten percent) of the total consideration. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost/TCO during implementation, Bank may consider termination of the contract or purchase order. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the bidder.

The overall LD during implementation will be to a maximum of 10% of the total cost of the project.

The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.

Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose.

However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.

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

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

## 6.13. Indemnity

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder, (iii) use of the allocated site and or facility provided by Bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under clause 6.18 of the RFP (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement. (v) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 6.18



of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment/s at all points of time, provided however, (i) the Bank notifies Bidder in writing immediately on aware of such claim, (ii) Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

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

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

1. Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the Bidder as governed by IT Act 2000.
2. The breach by the Bidder of any of its obligations under Confidentiality,
3. Non-compliance of Bidder with Laws / Governmental Requirements
4. IP Infringement
5. Negligence and misconduct of bidder, its employees, and agents
6. Breach of any terms of agreement document or Representation made by Bidder.
7. Act or omission in performance of service.
8. Loss of data due to bidder provided facility.

#### **6.14. Force Majeure**

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

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

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

#### **6.15. Resolution of Disputes**





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

#### **6.16. Non-Disclosure Agreement**

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

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

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

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

Any information considered sensitive must be protected by the bidder from unauthorized disclosure or access. (Refer annexure)

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

#### **6.17. Pre-Contract Integrity Pact**

The bidder has to enter into an integrity pact with the Bank to the effect that they will not resort to any corrupt practices in any aspect / stage of the contract. Only those bidders who wish to enter into such a contract with the Bank will be considered for participating in the tender process. Pact to be signed by the authorized signatory at the time of submission of RFP as per **Annexure H**.

#### **6.18. Limitation of Liability**

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

Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents,



trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

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

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

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

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

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

#### **6.19. Confidentiality**

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

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

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

This tender document contains information proprietary to Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in



preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.

Responses received become the property of Bank and cannot be returned. Responses will not be used and shared with third party for any means. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder.

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

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





and contractors so involved to protect the confidential information and materials in the manner prescribed in this document; and

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

## 6.20. Severability



- I. If any of the provisions of this RFP may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- II. In the event any court or other government authority shall determine any provisions in this RFP is so amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- III. In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

#### **6.21. Delays in Design, Implementation and Performance Guarantee.**

The final short listed bidder should submit a performance guarantee valid for contract period from the date of signing the contract with additional claim period of six months after expiry of validity period. The value of the performance guarantee will be 10% of the Total Project Cost.

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

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

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

#### **6.22. Publicity**

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

#### **6.23. Privacy and Security Safeguards**

The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards



designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

#### **6.24. Adherence to Terms and Conditions:**

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

#### **6.25. Other Terms and Conditions:**

1. Bank reserves the right to:

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

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

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

4. **Adherence to Standards:** The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities

5. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the bidder.

6. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

7. **EXPENSES :** It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".

8. The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank.





9. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.
10. The bidder is expected to quote for the prices of the services exclusive of applicable taxes like GST etc. as on the date of bid submission. The amount of applicable taxes should be given in the commercial as extra. Any upward / downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.

#### **6.26. Authorized Signatory**

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

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

#### **6.27. Applicable Law and Jurisdiction of Court**

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

#### **6.28. No Employer-Employee Relationship**

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

#### **6.29. Minimum Wages**

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

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



guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any

### 6.30. Disclaimer

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





## 7. ANNEXURE A : TENDER OFFER COVER LETTER

Date: \_\_\_\_\_ 2021

Tender Reference No.:XX2021

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Having examined the tender documents including the annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver video conferencing components in conformity with the said tender documents in accordance with the Prices indicated in the Commercial bid and made part of this tender.

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

If our tender offer is accepted, we undertake to commence delivery within \_\_\_\_\_ (Number) days and to complete activities defined in scope of work as specified in the Contract within \_\_\_\_\_ (Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

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

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

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

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

We have separately quoted for the comprehensive on-site annual maintenance charges in the Commercial bid. The charges as such are expressed in terms of percentage to total hardware cost.

Dated this \_\_\_\_\_ day of 2021

Signature: \_\_\_\_\_

(In the Capacity of :) \_\_\_\_\_

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





## 8. ANNEXURE B : DETAILS OF THE BIDDER

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

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) 2018-19 2019-20 2020-21	
9.	Profit of the company (not of group) 2018-19 2019-20 2020-21	
10.	Sales Tax Number	
11.	Goods And Services Tax Number	
12.	Income Tax Number	
13.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	



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

Name of the Bidder \_\_\_\_\_

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

Date: \_\_\_\_\_  
 Place: \_\_\_\_\_

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



## 10. ANNEXURE D : FORMAT FOR PRE BID QUERIES

A ) Queries Related to 162021-22 RFP for Installation, Configuration, Implementation, Customization, Maintenance and Support of ALM, LRM & MRM modules in latest version of Oracle Financial Services Analytical Application (OFSAA)

RFP : XX2021	162021-22 RFP for Installation, Configuration, Implementation, Customization, Maintenance and Support of ALM, LRM & MRM modules in latest version of Oracle Financial Services Analytical Application (OFSAA)				
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

B) General queries Related to RFP

RFP : XX2021	162021-22 RFP for Installation, Configuration, Implementation, Customization, Maintenance and Support of ALM, LRM & MRM modules in latest version of Oracle Financial Services Analytical Application (OFSAA)	
BIDDERS NAME		
Sr. No.	General Query related to RFP	Comment / Suggestions





## 11. ANNEXURE E : FUNCTIONAL SPECIFICATIONS.

- All the functionalities mentioned here are mandatory. Even if these functionalities have not been demonstrated at the time of technical evaluation (Marked as unavailable or customizable), bidder has to provide/customize these functionalities at the time of implementation.
- Following methodology will be adopted for scoring functional parameters as under:

Feature Status	Short form	Remarks
Readily Available	RA	The feature is already supported and included in the out-of-the-box solution <b>(1 Marks shall be allotted)</b>
Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. <b>(0.1 Mark shall be allotted)</b>
Not available, but can be developed with additional cost	NC	Not available, can be developed with additional cost <b>(0.25 Marks shall be allotted)</b>
Not supported / Unavailable	UA	This capability is neither supported nor available with this Solution. <b>(0 or No Mark shall</b>

		RA	CU	NC	UA	Remarks
<b>0</b>	<b>General Requirement</b>					
0.1	The system should be able to measure multi-dimensional (Account, Customer, Product, Employee, Line of Business, Branch, Region, Zone, Vertical etc.) profitability on a periodic basis and provide ALM analysis					
0.2	The system should work on a single data repository					
0.3	The system should facilitate re-use of algorithms, assumptions and configurations across ALM/Basel III Liquidity, FTP, and cost allocations					
0.4	System should have the capability to store bank wide financial data about accounts, customers, products, branches etc. The data should be commonly usable, without replication, for profitability and ALM/Basel III Liquidity requirements.					
0.5	System should have capability to integrate with budgeting and planning solution as well as source system					
0.6	The offered solution should be extensible to areas related to risk viz. computation of capital for enabling RAROC measurement					
0.7	Ability to easy on importing bank GL balance sheet and P&L on daily basis as predefined data layout within reasonable timing					
0.8	Ability to build reconciliation process between data input and GL and also data validation process e.g. set up condition for Cash flow validation such as Reporting date < Maturity date, Reporting date < Next repricing date, Original term = Maturity date - Issue date					
0.9	Ability to efficiently define asset and liability category, set up attributes, inputs, behavior assumption, interest rate scenario and routine model element (e.g. cash flow model for non-matured deposit, early withdrawal time deposit,					



		RA	CU	NC	UA	Remarks
	loan prepayment, interest rate simulation by scenario process and by stochastic process					
0.10	Ability to automate data extraction and download into ALM model (e.g. rate scenario, loan prepayments and core deposit decay)					
0.11	Ability to input a record-level contractual into the model such as amortization, balloon point, caps and floors, teaser rates, etc.					
0.12	Ability to input and assign overtime of investment premiums and discounts input					
0.13	Ability to input business growth assumptions by input once for a pre-defined portfolio to set of products or customer segment.					
0.14	Ability to set up the balance forecast assumptions/scenarios to be as much as the bank demands.					
0.15	Allow to set up the rate forecast assumptions/scenarios to be as much as the bank demands.					
0.16	Ability to assume different margins over the index rate to the new business volume.					
0.17	Ability to use economic indicators as a trigger for changing the contractual or behavioral cash flows.					
0.18	System should be able to define rules to verify data quality and validations					
0.19	System should be able to define rules to modify data					
0.20	System should be able to insert data in look up tables from front end to manage master data. This should have authorization facility.					
0.21	System should have capability to define multiple processes as one batch					
0.22	System should be able to schedule the batches					
<b>1</b>	<b>Cash Flow Generation</b>					
1.1	Based on CBS data and repayment schedules/assumptions for following asset categories:					
1.2	Advances Product					
1.3	Term Loan					
1.4	Cash credit/ Over drafts					
1.5	Demand loans					
1.6	Bills purchased and discounted					
1.7	Any other advances					
1.8	Investments					
1.9	Investments in forwards/ futures					
1.10	Derivatives					
1.11	Investments in bonds/ equities/ Mutual Funds Critical					
1.12	Investments in SRs/ PTC/ VCF Critical					
1.13	Investment in Options (All types)					



		RA	CU	NC	UA	Remarks
1.14	Swaps (Sell/Buy)/ maturing forwards					
1.15	Any other investment/ treasury product					
1.16	Off-balance sheet exposures I					
1.17	Other assets Critical					
<b>2</b>	<b>Based on CBS data and repayment schedules/assumption for the following liability categories:</b>					
2.1	Current deposits					
2.2	Savings deposits					
2.3	Term Deposits					
2.4	Foreign Currency Non-Resident (Banks) (FCNR (B)) deposits					
2.5	Exchange Earners Foreign Currency (EEFC) deposits					
2.6	Resident Foreign Currency (RFC) deposits					
2.7	Resident Foreign Currency Domestic (RFC (D)) deposits					
2.8	Borrowings - Call, Notice, Repo, Term Repo, CBLO etc.					
2.9	Contingent liabilities and off-balance sheet exposures and other liabilities					
<b>3</b>	<b>Cash flows for products having the following types of repayment schedules:</b>					
3.1	Conventional (EMI)					
3.2	Principal only payment					
3.3	Balloon Payments					
3.4	repayment for floating rate instruments					
3.5	Negative repayment					
3.6	Hybrid / user defined repayment					
3.7	repayment on the basis of behavioural studies performed					
3.8	User defined behavioural pattern					
<b>4</b>	<b>Generate Cash flows based</b>					
4.1	Prepayment patterns					
4.2	Rollovers and premature withdrawal patterns					
4.3	Behaviour models in to Core and Volatile					
<b>5</b>	<b>Reconciliation with Trial Balance</b>					
5.1	Accept the Trial Balance as an ASCII data uploads					
5.2	Perform Branch-wise/ GL -wise/ Item-wise automatic reconciliation of the Trial					
5.3	Balance with the aggregated assets and liabilities as per the liquidity profile					
5.4	Alert the user in the event of large discrepancies between the granular data and the Trial Balance					
5.5	Accepting balances manually to reconcile (by passing transaction or position or GL Balance)					
5.6	difference between GL and the Account Level Balances and maintain audit Trail or a separate report for such manual adjustments					





		RA	CU	NC	UA	Remarks
<b>6</b>	<b>Structural Liquidity</b>					
6.1	The structural liquidity profiles for the Bank and its subsidiaries separately at each of the following levels as per the RBI format: (XBRL					
6.2	Statement of Structural Liquidity - Domestic currency, Indian operations					
6.3	Statement of Structural Liquidity - Foreign currency, Indian operations (in each currency as well as converted into home currency)					
6.4	Statement of Structural Liquidity - Overseas operations country wise (in each currency as well as converted into home currency)					
6.5	Statement of Structural Liquidity - Combined Indian operations –Domestic and Foreign Currency Statement of structural liquidity - Consolidated Bank operations					
6.6	Statement of Structural Liquidity - Currency wise Gap Analysis (Consolidated for Non-Significant currencies in local currency)					
6.7	Statement of structural liquidity – Subsidiaries/ JVs/ Associates –Country Wise					
6.8	Structural liquidity profiles for user defined future dates based on current balance Sheet position.					
6.9	Structural liquidity profiles for user defined future dates considering cash flow Projections.					
6.10	compute DTL profile and as per RBI guidelines, specific line items should be distributed on the basis of DTL Ratio with a fortnight lag or otherwise					
6.11	The system should compute Minimum CRR Balance, compute excess or shortfall in maintenance and the do appropriate bucketing of Balances					
6.12	The system should compute current SLR, compute the excess/shortfall and appropriately bucket the Investments as per the Regulatory requirement					
6.13	Bucketing of Non SLR securities as per regulatory guidelines to allocate amounts in specific bucket(s) through percentage or amount allocation Critical					
6.14	Distribute NPA based on its category, i.e. Sub Standard, Doubtful and Loss to identify event cash flows and handle the distribution as suggested in the guidelines					
6.15	To project the Structural Liquidity Profile for future dates based on assumptions Provided by the Bank.					
6.16	Generate the structural liquidity profile on a daily basis in accordance with Regulatory Requirement. Currency wise, Country wise and Bank level					
6.17	Classification of assets and liabilities into precise time buckets and generation of the Liquidity Profile					



		RA	CU	NC	UA	Remarks
6.18	To define product-wise Asset /Liability categories, sub-categories and define product hierarchies.					
6.19	To define the time buckets to be used for developing the Structural Liquidity profile.					
6.20	To define bucketing assumptions for each product or Asset/Liability type					
6.21	To drill down from liquidity profile to the desired granularity (i.e. portfolio level, account level, position level, instrument level, product level, asset class level etc.)					
6.22	Post development of the liquidity profile, automatic validation checks to ensure that aggregate asset and liability balances are equal					
6.23	Structural liquidity profile in multiple formats given by the Bank in multiple currencies.					
6.24	converting the structural liquidity profiles in multiple currencies into one user defined reporting currency					
6.25	Aggregating the structural liquidity profiles into one consolidated profile based on user Preferences					
6.26	To generate Structural liquidity mismatch limits as percentage of total outflow in a time bucket, Cumulative mismatch limits, Individual Bucket wise limits					
6.27	Auto escalation of limit breaches to pre-defined hierarchies					
<b>7</b>	<b>Calculation of Balance Sheet/Liquidity Ratios</b>					
7.1	Bulk Deposit / Total Deposit					
7.2	Deposits Maturing Within 1 Year / Total Deposits (Considering Renewal)					
7.3	Deposits Maturing Within 1 Year / Total Deposits (W/o considering Renewal)					
7.4	Core Assets / Core Liabilities (As per SLS)					
7.5	(Volatile Liabilities - Temporary Assets) / (Earning Assets - Temporary Assets)					
7.6	Core deposits / Total assets					
7.7	(Term Loans + Mandatory SLR + Mandatory CRR + Fixed Assets) / Total Assets					
7.8	(Term Loans + Mandatory SLR + Mandatory CRR + Fixed Assets) / Core Deposits					
7.9	Temporary Assets / Total Assets					
7.10	Temporary assets / Volatile liabilities					
7.11	Volatile liabilities / Total assets					
7.12	Wholesale funding / Total liabilities					
7.13	Liquid Assets/ Total Deposits					
7.14	Illiquid Investments* / Illiquid Assets					
7.15	Short Term Liabilities/ Illiquid Assets					
7.16	Unencumbered Excess SLR Incl. Excess CRR/ Deposits					



		RA	CU	NC	UA	Remarks
7.17	(Customer deposit + Net worth) / (Total assets – balance with RBI)					
7.18	Purchase Funds/ Total Assets					
7.19	Swap funds ratio					
7.20	Net loans/ Customer deposits					
7.21	Time deposits / Total deposits					
7.22	Prime Assets / Total assets					
7.23	Liquid assets / Total assets					
7.24	Short Term Liabilities/ Total assets					
7.25	Liquid assets / Near Short Term Liabilities					
7.26	Funding volatility ratio (Liquid asset / CASA deposits) I					
7.27	Market liabilities / Total assets					
7.28	Un-availed limits / Total advances					
7.29	CASA Ratio					
7.30	Credit-Deposit Ratio					
7.31	Investment-Deposit Ratio					
7.32	Customer Deposits to Total Deposits					
7.33	Customer Deposits to Total Assets					
7.34	Top 20/50/100/200 Depositors to Total Deposits					
7.35	Top 20/50/100 Borrowers to Total Advances					
7.36	Trading Investments to Total Assets					
7.37	BPLR Linked Advances to Total Advances					
7.38	Fixed Rate Advances to Total Advances					
7.39	Base Rate Linked Advances to Total Advances					
7.40	Below Base Rate Advances to Total Advances					
7.41	MCLR linked advances to Total advances					
7.42	RLLR linked advances to Total advances					
7.43	Bank Deposits to Total Deposits					
7.44	Off-Balance Sheet Exposure to Total Assets					
7.45	High Value Deposit to Total Deposit Ratio					
7.46	Commitment ratio					
7.47	Average deposit utilisation in FY					
7.48	Call money borrowings to capital on a daily basis					
7.49	Fortnightly average of call money borrowings to capital prescribed by RBI for the fortnightly average of the ratio					
7.50	Monitoring the limit prescribed by RBI for the daily value of the ratio call money lending to capital on a daily basis					
7.51	running fortnightly average of call money lending to capital					
7.52	monitoring the limit prescribed by RBI for the daily value of the ratio					
7.53	auto escalation matrix in the event of breach of the limits defined for the ratio					
<b>8</b>	<b>Internal MIS reporting</b>					
8.1	To generate the report for classifying the assets/liabilities on the basis of Amount, Interest rate and Maturity					





		RA	CU	NC	UA	Remarks
8.2	To compare any past SLS/IRST/IRSD/DLR reports and provide line item wise Increase/decrease in Inflows/Outflows and final mismatch.					
8.3	Daily growth Report on Deposits and Advances					
8.4	Variance Report on Deposit and Advances					
8.5	Weekly growth in TD original Maturity					
8.6	Weekly growth in TD retail Deposit					
8.7	Weekly growth in TD remaining maturity					
8.8	TD bucket wise position					
8.9	Average weekly growth position of TD					
8.10	TD bulk Deposit Report					
8.11	Interest Rate Wise Maturity Pattern of Bulk Term Deposits(Contractual Maturity)					
8.12	Interest Rate Wise Maturity Pattern of Bulk Term Deposits(Residual Maturity)					
8.13	Interest Rate Wise Maturity Pattern of Retail Term Deposits(Contractual Maturity)					
8.14	Interest Rate Wise Maturity Pattern of Retail Term Deposits(Residual Maturity)					
8.15	Interest Rate Wise Maturity Pattern of Total Term Deposits -Excl. CDs (Contractual Maturity)					
8.16	Interest Rate Wise Maturity Pattern of Total Term Deposits -Excel .CDs (Residual Maturity)					
8.17	Interest Rate Wise Maturity Pattern of Certificate of Deposits(Contractual Maturity)					
8.18	Interest Rate Wise Maturity Pattern of Certificate of Deposits(Residual Maturity)					
8.19	Monthly Outstanding with Weighted Average Cost (Retail & Bulk Term Deposits)					
8.20	Monthly Outstanding with Weighted Average Cost - Certificate of Deposits					
8.21	Month-Wise Maturity Pattern with Weighted Average Cost - Retail Term Deposits					
8.22	Month-Wise Maturity Pattern with Weighted Average Cost – Bulk Term Deposits					
8.23	Month-Wise Maturity Pattern with Weighted Average Cost -Certificate of Deposits					
8.24	Date-Wise Maturity Pattern - Retail Term Deposits (between 'From' and 'To' Dates)					
8.25	Date-Wise Maturity Pattern - Bulk Term Deposits (between 'From' and 'To' Dates)					
8.26	Date-Wise Maturity Pattern - Certificate of Deposits (between 'From' and 'To' Dates)					
8.27	Date-Wise Maturity Pattern of Bulk Deposits With Account Level Details (between 'From' and 'To' Dates)					
8.28	A/c Wise Inflow Report of Bulk Deposits (i.e. Bulk Deposit Accounts opened between 'From' and 'To' Dates)					



		RA	CU	NC	UA	Remarks
8.29	Deal Wise Inflow Report of CDs (i.e. CDs issued between 'From 'and 'To' Dates)					
8.30	A/c Wise Maturity of Bulk Deposits (i.e. Bulk Deposit Maturing between 'From' and 'To' Dates)					
8.31	Term Deposits analysis amount wise and interest rate wise					
8.32	Term Deposits- original tenor and interest rate wise.					
8.33	Maturity of retail term deposits snap shot					
8.34	Profile of NRE/NRO and FCNRB.					
8.35	Deposits- Customer category area wise and segment wise.					
8.36	Remaining term and segment wise breakup of advances					
8.37	Interest rate and segment wise breakup of advances.					
8.38	Facility and interest rate wise breakup of advances					
8.39	Facility and remaining term wise breakup of advances.					
8.40	Movement in contribution of each liability to overall funding mix of the Bank					
8.41	Report on Incremental Deposit and Advances- Segment wise, Tenor wise etc.					
8.42	Cost of Liabilities and Yield on Assets.					
8.43	Increment in the contribution of each liability to the overall funding mix of the Bank.					
8.44	Actual interest paid / received (in %) on borrowings and advances respectively as compared to the total weighted average interest					
8.45	To compute impact on Interest Income on account of changes in Deposit as well as benchmark rates such as Base rate/MCLR/RLLR in defined time horizon					
<b>9</b>	<b>Sourcing Required Data and Projections for Dynamic Liquidity</b>					
9.1	the time buckets to be used for developing the Dynamic Liquidity profile					
9.2	extracting the actual inflows and outflows for the relevant time buckets from the Structural Liquidity Report					
	<b>To accept projections from business units at each of the following levels</b>					
9.3	Line of Business					
9.4	General Ledger					
9.5	Line Item as per Dynamic Liquidity format of RBI					
9.6	Product / instrument level					
9.7	Asset class level					
9.8	Both at each time bucket level and at an aggregate level.					
9.9	in the form of Absolute figures, Percentage, Custom expressions					
	<b>Dynamic Liquidity Profile</b>					
9.10	To integrate the projections with the structural liquidity profile to generate the dynamic liquidity profile as per RBI format and internal MIS					



		RA	CU	NC	UA	Remarks
9.11	To define rules based on which aggregated projections will be segregated into different time buckets and/or line items					
9.12	To define bucketing assumptions for each product or asset/liability type as per RBI or internal rules of the Bank					
9.13	To develop multiple Dynamic liquidity profiles with different bucketing assumptions, time buckets and projections					
9.14	To drill down the Dynamic liquidity profile to the desired granularity (i.e. position level, product level, GL Level etc.)					
9.15	capable of generating the Dynamic liquidity profile in multiple currencies					
9.16	To generate the Dynamic liquidity profiles in multiple currencies and to convert in reporting currency					
9.17	To generate the dynamic liquidity profile for Banks and subsidiaries, Joint ventures etc.					
9.18	To facilitate projections for horizon period. E.g.: 3 months, 12 months, 3 years, 5years etc.					
<b>Dynamic liquidity Report: Back testing</b>						
9.19	To conduct back testing of dynamic liquidity reports by comparing archived dynamic liquidity report as on a date with structural liquidity report on the target horizon date					
9.20	To calculate the differences in projected values in dynamic liquidity report and actual values in structural liquidity report at each of the following levels:					
9.21	Time bucket Critical					
9.22	Product level Critical					
9.23	GL Level Critical					
9.24	To identify the mismatch in projected and actual values in following terms					
9.25	Absolute figures					
9.26	Percentage terms					
<b>10</b>	<b>Interest Rate Sensitivity Profile - Traditional Gap Approach</b>					
10.1	To generate the Interest rate sensitivity profile as and when required					
10.2	To classify assets and liabilities into precise time buckets and generation of the Interest Rate Sensitivity Profile					
10.3	To define product-wise asset /liability categories, sub-categories and define product Hierarchies					
10.4	To define the time buckets to be used for developing the Interest Rate Sensitivity Profile					
10.5	Fixed / floating rate Bifurcation for Bank' entire Advances Portfolio.					
10.6	To define bucketing assumptions for the re-pricing cash flows occurring for each product or asset / liability type.					





		RA	CU	NC	UA	Remarks
10.7	The system should have the capability to generate cash flows for both Fixed Rate Assets (based on Residual Maturity) and Floating Rate Assets (based on Re-pricing date) separately and should be able to compute their respective Modified Duration					
10.8	To accept bucketing assumptions for the re-pricing cash flows in the following forms:					
10.9	All outstanding balances as per re-pricing tenor as a percentage of total outstanding to be assigned to each time bucket, at a product level or an asset class level					
10.10	Custom expression					
10.11	To ensure that when outstanding balances are bucketed as per re-pricing tenor, cash flows occurring prior to there-pricing bucket are bucketed as per residual maturity					
10.12	To develop multiple interest rate sensitivity profiles with different bucketing assumptions and/or time buckets to generate interest rate sensitivity profiles at any of the following levels:					
	Product level					
	Portfolio Level					
	Book Wise (Banking Book/ Trading Book Level)					
	Business unit level					
	Overall Bank level					
	Any other level, based on custom rules					
10.13	To compute Earnings at Risk and Impact on NII based on the interest rate sensitivity profile.					
10.14	To define/ change the home currency to convert interest rate sensitivity profiles generated from one currency into reporting currency					
10.15	To aggregate selected interest rate sensitivity profiles in the same currency into one consolidated profile					
10.16	Post development of the Interest rate profile automatic validation checks to ensure that aggregate asset and liability balances are equal					
10.17	To generate the Interest rate sensitivity profiles for the Bank and its subsidiaries separately at each of the following levels:					
	Indian operations- Domestic currency					
	Indian operations- Foreign currency (Separately for Significant and Residual Currencies)					
	Consolidated Indian operations (home currency )					
	Overseas operations country wise (in each currency converted into home currency)					
	Consolidated operations at bank level (reporting currency)					
10.18	To generate interest rate sensitivity profiles for user defined future dates based on current balance sheet position					



		RA	CU	NC	UA	Remarks
10.19	To generate interest rate sensitivity profiles for user defined future dates considering cash flow projections					
<b>10.20</b>	<b>Interest Rate Sensitivity Profile- Duration Gap Approach</b>					
10.21	To define customized curves as coupon curves and yield curves					
10.22	To accept the data feeds from external agencies such as FIMMDA, Reuters, to be used as coupon and yield curves					
10.23	To define product-wise asset/liability categories, sub-categories and define product hierarchies					
10.24	To map the product categories/sub categories/ individual positions to coupon rate curves/ yield rate curves defined in the system					
10.25	To define coupon and yield rates at individual cash flow level					
10.26	To determine the modified duration of assets and liabilities at a position level					
10.27	To calculate the weighted average modified duration for product category/ sub categories defined by the user					
10.28	To develop multiple interest rate sensitivity profiles with different bucketing assumptions and/or time buckets					
<b>10.29</b>	<b>To generate interest rate sensitivity profiles at any of the following levels:</b>					
	Product / instrument level					
	Sub-unit level					
	Business unit level					
	Overall Bank level					
	Any other level, based on custom rules					
<b>10.30</b>	<b>To generate duration gap analysis profiles at any of the following levels:</b>					
	Product / instrument level					
	Sub-unit level					
	Business unit level					
	Overall Bank level					
	Any other level, based on custom rules					
10.31	To compute modified duration gap and Impact on MVE based on the interest rate sensitivity profile as per the requirement of RBI.					
10.32	To drill down from the interest rate sensitivity profile to the desired granularity (i.e. position level, instrument level, product level, asset class level)					
10.33	To converting interest rate sensitivity profiles generated in other currencies into reporting currency.					
10.34	Post development of the interest rate sensitivity profile under DGA, automatic validation checks to ensure that aggregate asset and liability balances are equal					
10.35	To compute month wise EVE, Impact on NII with change in 100,200, 300bps,					



		RA	CU	NC	UA	Remarks
10.36	Modified To compute Duration Gap and Market Value of Equity with a comparison of change in NII due to parallel shift by 100, 200, 300 bps					
10.37	To generate interest rate sensitivity profiles for user defined future dates based on current balance sheet position.					
<b>11</b>	<b>Interest rate sensitivity mismatch limit monitoring and reporting</b>					
11.1	To accept interest rate sensitivity mismatch limits in form of:					
11.2	Percentage of total outflow in a time bucket					
11.3	Net mismatch limits as a percentage of Bucket RSA/ Equity/ Critical					
11.4	Total assets/ Total RSA					
11.5	Cumulative mismatch limits					
11.6	EaR limits					
11.7	MVE impact limits					
11.8	Duration gap limits					
11.9	To define the authorities to whom limit breaches must be escalated automatically					
11.10	To generate report for DGA as per requirement of RBI					
11.11	To compute product wise report on Cost of Fund/ Yield on Asset					
11.12	To compute NII and NIM					
11.13	To pre-built models for predicting Interest Rates and thereby compute Interest Income, Interest Expenses and the NII					
<b>12</b>	<b>Behavioural Analysis</b>					
12.1	To perform the statistical analysis on the archived portfolio level/account level data, to determine the core and volatile portions for following products, currency wise:					
12.2	Current Accounts					
12.3	Savings deposits					
12.4	Drawn portions of CC					
12.5	Drawn portions of OD					
12.6	Drawn portions of DL					
12.7	Bills payable (i.e. Drafts, pay-order etc.)					
12.8	Any other non-maturity products					
12.9	EEFC					
12.10	RFC					
12.11	Cash Credit /Overdraft/ WCDL					
12.12	Other Assets					
12.13	Other Liability					
12.14	Balance with other Banks					
12.15	Non-Performing Asset (NPA)					
12.16	Line of Credit (Commitments)					





		RA	CU	NC	UA	Remarks
<b>12.17</b>	<b>To perform the statistical analysis on the archived portfolio level/account level data, to determine the behavioral pattern of following products, currency wise:</b>					
12.18	Pre mature withdrawal of retail term deposits					
12.19	Prepayment of term loans					
12.20	Rollover pattern of retail term deposits					
12.21	Invocation/ Devolvement pattern of LCs/ BGs					
12.22	Pre mature withdrawal of wholesale term deposits					
12.23	Rollover pattern of wholesale term deposits					
12.24	Rollover pattern of WCDL					
12.25	Any other products containing embedded options					
12.26	To select the time interval for which the statistical analysis is to be performed					
12.27	To make available option of results of behavioural studies to automatically use them					
12.28	for preparation of structural liquidity statement and interest rate sensitivity statement					
12.29	To store the results of past behavioural studies					
12.30	To generate behavioural study reports as and when required					
12.31	To back test the results generated by comparing the forecasted percentages vis-à-vis actual figures from balance sheet					
<b>13</b>	<b>Stress Testing:</b>					
	<b>To define scenarios for Liquidity Risk under 3 categories:</b>					
13.1	Bank Specific					
13.2	Market Specific					
13.3	Combined					
13.4	Line item wise liquidity profile at a product / business unit level/ consolidated level					
13.5	To develop and save scenarios based on any or all of the following:					
13.6	haircuts on investment portfolio					
13.7	Increase/ decrease Prepayment/ Rollover of Loans/ Deposits					
13.8	Current market rates and review impact on market value of assets.					
13.9	Actual market rates should remain intact.					
13.10	scenario of selling long term investments					
13.11	fall in Market Value of derivatives like Options and Swaps and view their impact on SLS/ IRS reports					
13.12	any other scenario for stressing liquidity and interest rates					
13.13	To build following stress scenarios and corresponding stress levels:					
13.14	Scenarios to include significant strategic or reputational risk in particular for significant business lines					



		RA	CU	NC	UA	Remarks
13.15	Scenarios to include, where relevant, an episode of financial market turbulence or a shock to market liquidity;					
13.16	Scenarios under which capital might not be freely transferable within banking groups in periods of severe downturn or extended market disruption					
13.17	Scenarios under which a crisis impairs the ability of even very healthy banks to raise funds at reasonable cost					
13.18	Scenarios under which model-embedded statistical relationships break down					
13.19	Scenarios under which risk characteristics of new products projected on the basis of limited historical data are challenged					
13.20	Scenarios to include simultaneous pressures in funding and asset markets, and the impact of a reduction in market liquidity on exposure valuation, etc.					
13.21	To compute the Liquidity Buffer					
13.22	To compute Survival Horizon Period					
13.23	To specify the amount of inflows or outflows in each time bucket to be considered for stress testing					
13.24	To compute consolidated as well as currency wise "Cost to Close", the static/ dynamic liquidity gaps using stressed scenarios					
13.25	To account the cost of additional borrowing as well as cost of asset liquidation					
13.26	To compute "Cost to Close" along with the impact on capital					
13.27	To compute liquidity and interest rate stress on the dynamic Balance Sheet Critical					
<b>13.28</b>	<b>To determine the impact of the following movements in the yield curve on the NII and EVE</b>					
a	Parallel movements					
b	Non-parallel movements					
c	Steepening and Inversion of Yield Curve based on Regulatory prescriptions					
13.29	To develop scenarios in multiple currencies separately					
13.30	To review impact on Interest Income/ Interest Expense and NII across Rate Sensitive Asset and Rate Sensitive Liabilities due to stress in yield curve on immediate basis					
13.31	To review impact on Interest Income/ Interest Expense and NII across Rate Sensitive Asset and Rate Sensitive Liabilities due to stress in yield curve at a later date					
13.32	To evaluate the Income/expense/ NII/ NII increase or decrease in percentages due to the above mentioned change in yield curve as part of the same report					
13.33	To capture Net Worth of the Bank and Compute the NII as a percentage of Net Worth under each of the scenario					



		RA	CU	NC	UA	Remarks
13.34	To retrieve saved scenarios and specify the portfolio on which to conduct the stress Test / simulation.					
13.35	To determine stressed liquidity ratios such as the Liquidity Coverage Ratio (LCR) and the Net Stable Funding Ratio (NSFR)					
13.36	To compute the impact for all stress levels defined under Basel III requirement and as per guidelines released by RBI					
13.37	To compute the impact of stress on the CRAR					
13.38	To perform stress levels under 'reverse stress testing'					
13.39	Stress testing framework on Contingency Funding Plan ( CFP)					
13.40	Stress testing framework to assess the impact of Basis risk and embedded options					
13.41	Stress testing framework to assess Forex Risk					
13.42	Stress testing framework to assess Equity risk					
13.43	Multifactor scenario for interest rate risk and Liquidity risk					
13.44	Stress Testing on Intraday Liquidity					
14	Prepare custom reports as extension to ALMBI and other reports as and when required					
15	Stock approach ratios: as per RBI policy and 8 stock approach ratios and industry benchmark.					
16	EAR: Currency wise, Domestic, Overseas and Subsidiary level.					
17	ALM reports should be on Subsidiary and currency wise.					
<b>18</b>	<b>Preparation/computation of following statements/ratios: Below reports of BLR and NSFR are to be computed in the format applicable as per RBI guidelines</b>					
18.1	BLR-1: Statement on Liquidity Coverage Ratio (LCR) – Daily computation for Domestic operations, overseas territories and Overseas Subsidiaries.					
18.2	BLR-2: Statement of funding concentration – Monthly computation for Domestic operations, overseas territories and Overseas Subsidiaries					
18.3	BLR-3: Statement of available unencumbered assets - Monthly computation for Domestic operations, overseas territories and Overseas Subsidiaries.					
18.4	BLR-4: LCR by significant currency - Monthly computation for Domestic operations, overseas territories and Overseas Subsidiaries					
18.5	BLR-5: Statement on other information on Liquidity - Monthly computation for Domestic operations, overseas territories and Overseas Subsidiaries					
18.6	BLR-6: Intraday Liquidity - Monthly computation for Domestic operations, overseas territories and Overseas Subsidiaries.					





		RA	CU	NC	UA	Remarks
18.7	Calculation of Net Stable Funding Ratio (NSFR) – Effective from 1st January 2018, frequency currently on half yearly basis and later changes to be advised by RBI effective 1st January 2018					
18.8	Calculation of Scenario based LCR and NSFR or Stressed LCR and NSFR and based on projected business growth.					
18.9	Calculation of LCR and NSFR at most granular level such as Branch or Zone or even Product level or Currency wise for various analysis purpose.					
18.10	Designing Dashboard with all the major information.					
<b>19</b>	<b>Calculation of Net Stable Funding Ratio (NSFR )</b>					
19.1	To compute NSFR in accordance with RBI guideline and in the format specified by RBI					
19.2	To use the run off factor for calculation of Net Stable Funding Ratio					
19.3	To calculate available stable funding based on position level cash flow data available for liabilities					
19.4	To apply available stable funding factor as per the RBI guidelines to each of the product category included in the calculation of available stable funding					
19.5	To calculate the required stable funding based on position level cash flow data available for assets					
19.6	To apply required stable funding factor as per the RBI guidelines to each of the product category included in the calculation of required stable funding					
19.7	To identify the required stable finding factor to be applied to off balance sheet exposures based on the results of behavioural studies conducted in the system					
19.8	To pre-define auto escalation matrix to alert in event of breach of regulatory limit					
19.9	To calculate the net stable funding ratio for significant multiple currencies separately					
19.10	To calculate the net stable funding ratio separately for domestic operations and at a consolidated level also.					
<b>19.11</b>	<b>To identify and list counterparties contributing more than the user defined threshold limit for following categories using position level data</b>					
	Deposits					
	Borrowings					
	Any other user defined category					
<b>19.1</b>	<b>To identify and list top 20 depositors describing details of following types of deposits</b>					
	Current deposits					
	Savings deposits					
	Term deposits					
19.1	To identify the top 20 borrowings					
19.1	To identify significant products/instrument					



		RA	CU	NC	UA	Remarks
19.2	To identify and list the details of significant funding sources					
19.2	To compute funding concentration in the format prescribed by RBI					
<b>20</b>	<b>Contingency Funding Plan</b>					
20.1	Computation of various ratios related to Contingency Funding Plan					
20.2	As for the group. Auto escalation of matrix					
<b>21</b>	<b>Leverage Ratio</b>					
21.1	Segregate the Tier 1 capital , Tier 2 capital and preferred stock not included in Tier 2 capital					
21.2	Handle derivatives to arrive at derivative exposure					
21.3	Identify and segregate other asset/liabilities by maturity, product with option at the earliest call date etc.					
21.4	Vendor should facilitate implementation of LR as per RBI guidelines and Bank requirement					
21.5	Vendor should be capable to provide functional expertise to develop LR requirements					
21.6	Any other requirements/gap found while studying functional requirements/finalisation of BRD/SRS					
21.7	LR to be made consolidated and entity wise wherever applicable.					
<b>22</b>	<b>Market risk Management</b>					
22.1	Computation of Market risk capital for trading book portfolio (as per RBI guidelines) under SMM (Standardised Measurement Method) including computation of horizontal and vertical disallowance for matched position in each time band and different time bands respectively.					
22.2	Computation of Credit risk weighted assets for HTM Investment portfolio					
22.3	Computation of counterparty credit risk under Current exposure method (including CVA calculation) as per RBI guidelines.					
22.4	Model should capture the effective notional value as well as potential future exposure of derivative contracts.					
22.5	Daily monitoring of limits stipulated in Investment policy/IBD policy/MRM policy etc.					
22.6	Money market borrowing and lending of bank and prudential limit monitoring					
22.7	Rating migration of counterparty bank					
22.8	Counterparty exposure limit monitoring					
22.9	Refinance availed during the week					
22.10	Forex treasury operations limit monitoring including liquidity and interest rate gap limits, VaR, NOOP, stop loss limits etc.					



		RA	CU	NC	UA	Remarks
22.11	Appreciation/depreciation in equity market portfolio and equity VaR					
22.12	Swaps portfolios held by the Bank					
22.13	Monitoring rating migration of NON_SLR investments					
22.14	Portfolio VaR in % as well as absolute amount					
22.15	Report on HFT /AFS securities hitting stop loss trigger/limit as per policy					
22.16	Limit monitoring on investment in NON-SLR portfolios					
22.17	Limit monitoring of Equity VaR, Interest rate risk and Forex VaR in % as well as absolute amount					
22.18	Back testing of VaR					
22.19	M-duration of investment portfolio i.e. AFS/HFT/HTM separately as well as combination of portfolios					
22.20	PV01 of investment portfolio i.e. AFS/HFT/HTM separately as well as combination of portfolios					
22.21	Report on breach of various stop loss limits					
22.22	Report on actual position of various forex limit such as NOOP, Forex VaR, Day light limit, Overnight limit, AGL, IGL , Deal size limit , dealer size limit , inter-bank acceptance of deposits and inter- bank placement of deposits					





## 12. ANNEXURE F : FORMAT A - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of 162021-22 RFP for Installation, Configuration, Implementation, Customization, Maintenance and Support of ALM, LRM & MRM modules in latest version of Oracle Financial Services Analytical Application (OFSAA)

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 162021-22 RFP for Installation, Configuration, Implementation, Customization, Maintenance and Support of ALM, LRM & MRM modules in latest version of Oracle Financial Services Analytical Application (OFSAA)
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of Bank.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. Bank will make every effort to make the bid process transparent. However, the award decision by Bank would be final and binding on us.
4. We agree not to divulge either our bids or those of other bidders to any other external party.
5. Bank has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of Bank, bid process, bid technology, bid documentation and bid details. Bank documents remain the property of Bank and all bidders are required to return these documents to Bank upon request.
7. Bank's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of bidders or parts or over time (as in the case of staggered deliveries) will be at Bank's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of Bank would be final and binding on all bidders.
10. Bank has the right to decide to extend, reschedule, cancel the RFP.
11. Please note that BANK may consider debaring a bidder in the event the bidder violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
14. We confirm that this offer is valid for six months from the last date for submission of Tender Documents to the Bank (RFP closing date). Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide consultancy in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.
15. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP DOCUMENT and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank which shall form a valid and binding part of the aforesaid RFP DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

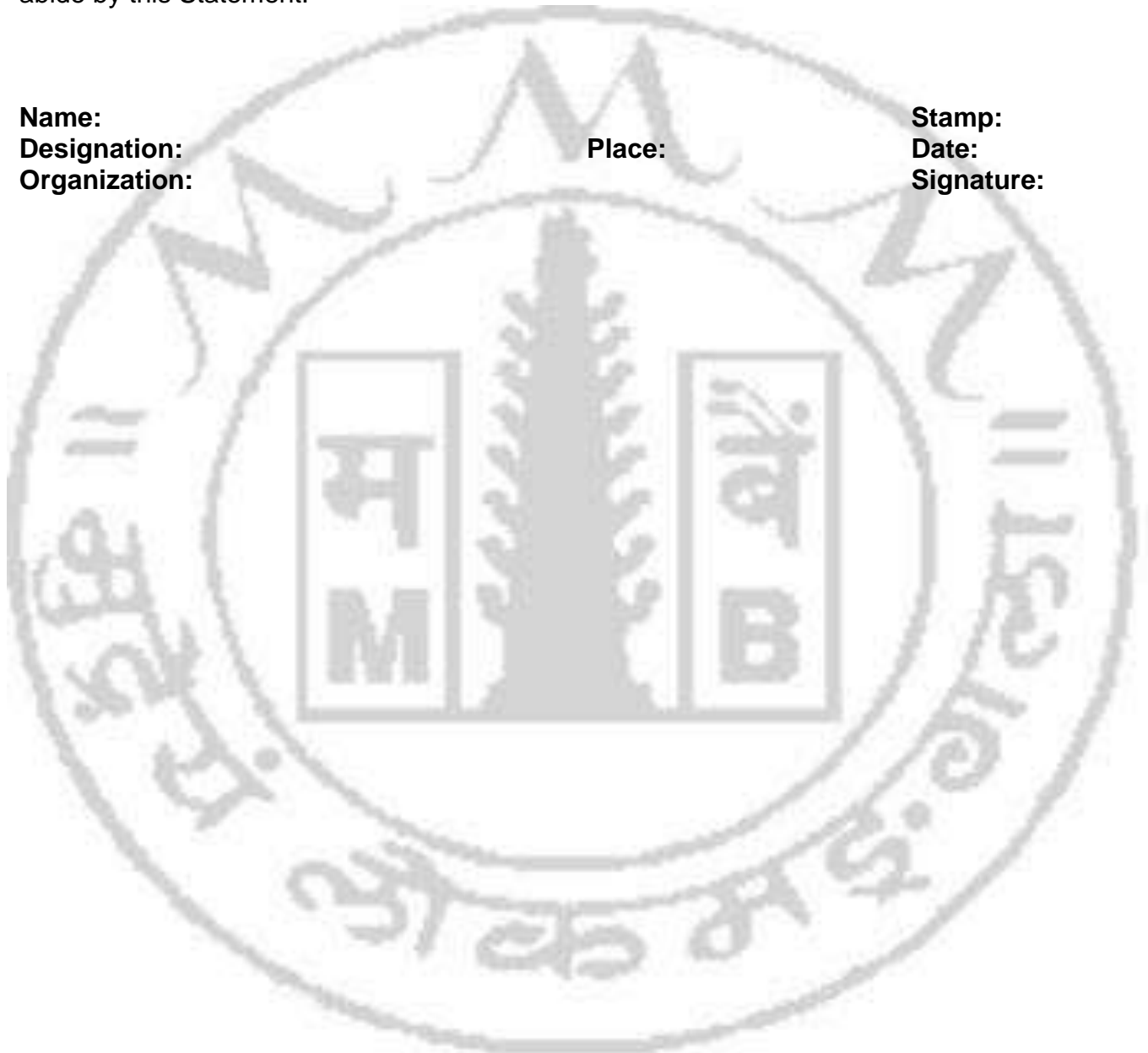


16. If our Bid is accepted, we undertake to complete the assignments within the scheduled timelines
17. We confirm that this offer is valid for six months from the last date for submission of Tender Documents to the Bank (RFP closing date).
18. If successful, we are agreed to provide uninterrupted service till project completion. We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

**Name:**  
**Designation:**  
**Organization:**

**Place:**

**Stamp:**  
**Date:**  
**Signature:**





### 13. ANNEXURE G : NON DISCLOSURE AGREEMENT

(On stamp paper of Rs. 500)

This Non-Disclosure Agreement is made and entered into at this \_\_\_ day of \_\_\_ 2021 at (Place)\_\_\_

BY AND BETWEEN Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 1501, 'Lokmangal' Shivajinagar, Pune – 411005, (hereinafter referred to as "Purchaser/Bank/Disclosing Party" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the FIRST PART and (Name of System Integrator) of (please specify the registered office of the (System Integrator) (hereinafter called "the System Integrator/Contractor/receiving party" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

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

WHEREAS, Bank called for the bids as per 162021-22 RFP for Installation, Configuration, Implementation, Customization, Maintenance and Support of ALM, LRM & MRM modules in latest version of Oracle Financial Services Analytical Application (OFSAA). M/s \_\_\_\_\_ after going through the Bid Documents and being interested to act as consultant as per 162021-22 RFP for Installation, Configuration, Implementation, Customization, Maintenance and Support of ALM, LRM & MRM modules in latest version of Oracle Financial Services Analytical Application (OFSAA), has submitted its Bid.

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

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

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive termination/expiry of the agreement.

Confidential Information does not include information which:

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





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

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

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

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

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

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

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

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



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

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

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

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

The provisions hereunder shall survive termination of the Contract.

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

For and on behalf of ----- Ltd.	For and on behalf of Bank of Maharashtra
( )	( )
(Designation)	(Designation)



## 14. ANNEXURE H : PRE CONTRACT INTEGRITY PACT

### General:

"This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of month of \_\_\_\_\_ 2020, between on one hand, Bank of Maharashtra through authorized official Shri \_\_\_\_\_, General Manager, Information Technology Department, Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 15.1, 'Lokmangal' Shivajinagar Pune – 411005, (hereinafter called the "BUYER", which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### Commitments of the BUYER:

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

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be





correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **COMMITMENTS of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.

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

3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.



The term 'relative; for this purpose would be as defined in Clause 6 of the Companies Act 1956/Section 2(77) of the Companies Act, 2013.

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

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

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

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

#### **5. Sanctions for Violations:**

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required :-

5.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

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

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

5.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

5.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnishe d by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

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

5.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

5.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened





5.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

## **6. Fail Clause:**

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

## **7. Independent Monitors:**

7.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).

7.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

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

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

7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

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

7.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

## **8. Facilitation of Investigation**

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

## **9. Law and Place of Jurisdiction**

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





**10. Other Legal Actions:**

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

**11. Validity:**

11.1. The validity of this Integrity Pact shall be from date of its signing and extend up to six years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**12. Other Provisions:**

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

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

BUYER  
Name of the Officer  
Designation

BIDDER  
Chief Executive Officer  
(Office Seal)

IT Department  
Bank of Maharashtra  
(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness:

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

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

Witness:

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

2 \_\_\_\_\_  
Name & Address): \_\_\_\_\_”



## 15. ANNEXURE I : GUIDELINES, TERMS & CONDITIONS & PROCESS FLOW FOR E-PROCUREMENT AUCTION

### Introduction:

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

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

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

##### a. APPLICABILITY:

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

##### b. ELIGIBILITY:

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

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

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

##### d. TRAINING:

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



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

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

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

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

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

g. **CONDUCT OF REVERSE AUCTION:**

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

h. **PROXY BID:**

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

i. **TRANSPARENCY IN BIDS:**

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

j. **MASKING OF NAMES:**

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

k. **START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in **ANNEXURE L OF RFP** before the start of the bidding time as mentioned in clause no. f of





this document. Once the bidding time starts the system will show the TCO of **ANNEXURE L OF RFP**. This total value is taken as the start price of the bidding process.

**I. DECREMENTAL BID VALUE**

- i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.50,000/- (Bank may change this value and same will be communicated before reverse auction).
- ii. The bid decrement value shall be in multiples of Rs. 50,000/-.
- iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decremental value will be appropriated across the line items of **ANNEXURE L OF RFP** proportionately by the system.

**m. REVERSE AUCTION PROCESS:**

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

**n. EXPENDITURE ON REVERSE AUCTION:**

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

**o. CHANGES IN BUSINESS RULES:**

- i. Any changes made in Rules for Reverse Auction shall be uploaded on the



Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

p. **OTHER INSTRUCTIONS:**

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

q. **ERRORS AND OMISSIONS:**

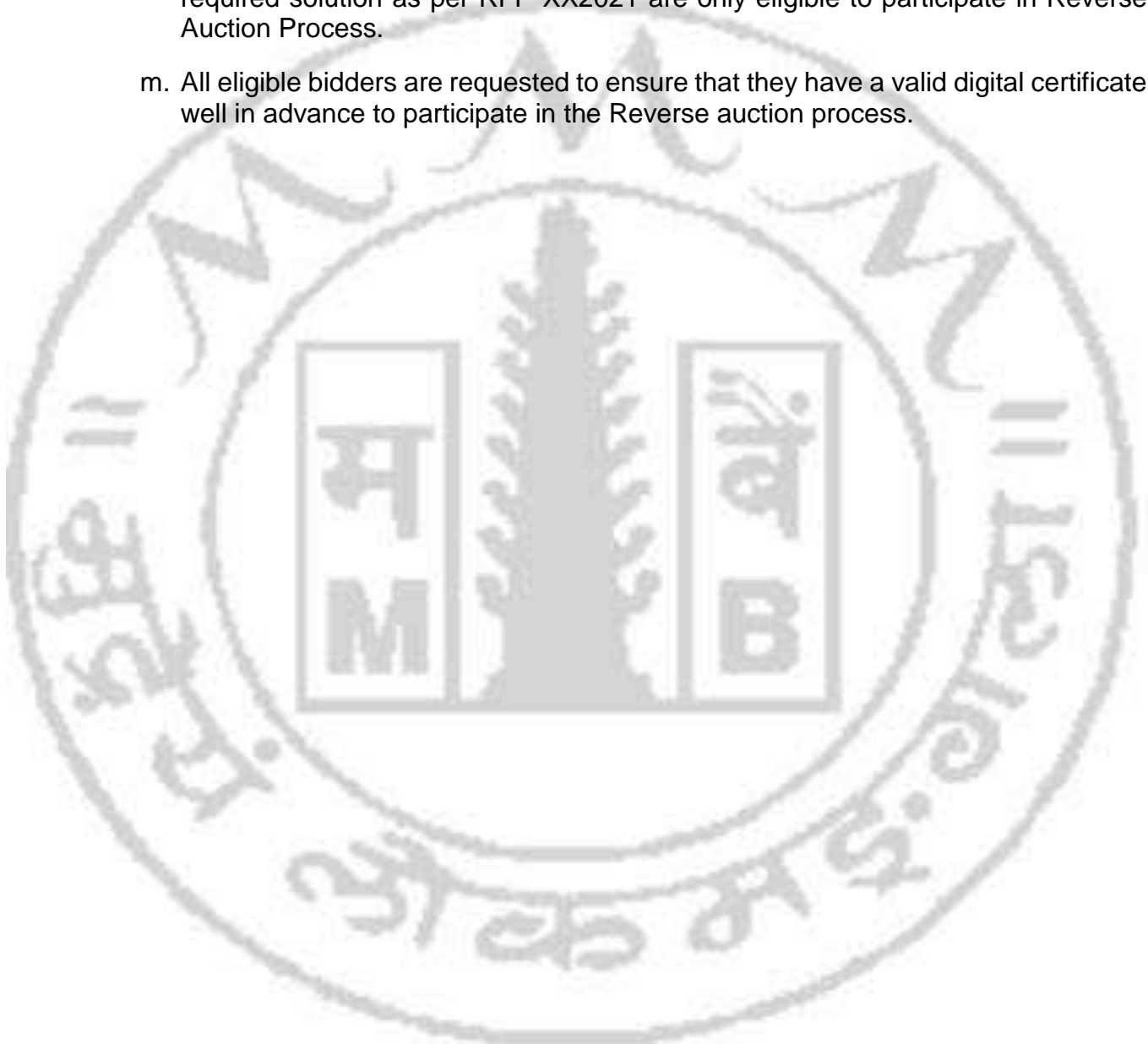
- i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

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

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank reserves the right to reject any or all the bids without assigning any reason whatsoever.
- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in **ANNEXURE L OF RFP** to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.



- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- k. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP XX2021, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- l. Only those bidders who are technically qualified and competent to provide the required solution as per RFP XX2021 are only eligible to participate in Reverse Auction Process.
- m. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.







## 16. ANNEXURE J : INSTRUCTION FOR ONLINE TECHNICAL BID SUBMISSION

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

### E-TENDERING:

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



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



## 17. ANNEXURE K: ELIGIBILITY EVALUATION

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

### ELIGIBILITY CRITERIA COMPLIANCE TABLE

Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
1	The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 / 2013 or The bidder must be a registered firm/ company//LLP/ trust/government owned organization/and shall be in existence for the last five years (as on 31.03.2021). Copy of the certificate of incorporation should be enclosed as documentary proof.		Certificate of Incorporation.
2	The Bidder should have a yearly turnover of greater than Rs.25 crores (each year) in the past three financial years (2018-19, 2019-20 and 2020-21). This must be the individual Company's turnover and not that of any group of Companies. The bidder should have positive net worth in each of last 3 financial years. (Certified / Audited Balance Sheets and P&L statements for last 3 years should be submitted in support of the turnover and profitability. The Bidder should submit a Certificate from their Chartered Accountants regarding their financial capability.)		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years and copy of the PAN card issued by the IT department <b>FY 2018-2019</b> <b>FY 2019-2020</b> <b>FY 2020-2021</b>
3	The bidder should have support Office/Branch in Pune. In case direct support offices of the bidder is not present in Pune then an undertaking to be provided by the bidder stating that direct support would be provided by the Bidder at Pune		Supporting document for office proof. Undertaking confirming availability of direct support at Pune
4	The bidder should be OEM / authorized partner for the software to be implemented (Proof to be submitted). Either OEM or authorized partners of OEM can bid in a tender but not both.		Certificate / letter from OEM.
5	The Bidder shall not have been blacklisted by any government organization/State Govt./PSU/ banks. Self-declaration to that		Self-Declaration / An undertaking to this effect is to be submitted by the bidder.





Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	effect shall be submitted along with the technical bid.		
6	The Bidder should have experience of completing at least 1 project covering implementation and support for ALM/LRM/ MRM modules in at least one scheduled Commercial Bank/Financial Institution/Foreign Bank in last 5 years in India. The solution should be live as on date of floating of RFP. the bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory.		Successful completion certificates or engagement letter from the Bank.  The Bidder to submit successful completion letter/certificates along with the legal agreement or engagement letter from the Bank
7	Bidder should have Core Team of Minimum 4 resources having experience of minimum 5 years in OFSAA 6.0 or above in implementation of any of following OFSAA - LRM, ALM, MRM to execute the current assignment of implementation of modules viz ALM/LRM/MRM. Profile of proposed team members is required to be furnished. List and Profiles of resources having such expertise detailing the projects handled to be provided Including a list of resources to be deployed for the Bank project to be submitted		Profiles of Team members with relevant proof of implementation.
8	Adoption Integrity Pact		Submitted Integrity Pact on Rs. 500 Stamp Paper as format prescribed in Annexure H

**Note:**

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



## 18. ANNEXURE L : COMMERCIAL BID FORMAT

The bidder is required to update the commercials in the following format:

Table1

SN	Requirement	One Time Charges (Rs.)	Recurring Cost in Rs.					Total (Rs)
			Year1	Year2	Year3	Year4	Year5	
1	Installation, Configuration, Implementation, Customization of ALM, LRM & MRM modules		NA	NA	NA	NA	NA	
2	Onsite Support Charges for Two Resources after go-live	NA						
3	Other reporting/environmental tools or software (if any)							
4	Onetime cost for development of reports involving 100 man-days efforts (for evaluation purpose development of 20 reports) Over and above reports provided in RFP.		NA	NA	NA	NA	NA	
5	<b>Total Cost (1+2+3+4)</b>							
	TCO in Words							

### Terms & Conditions:

1. Bank reserves the right to implement or drop any of the above listed items without assigning any reason.
2. The price quoted for the project should be an all-inclusive price including any taxes, expenses and levies but excluding GST and is a fixed price.
3. Bank will deduct applicable TDS, if any, as per the law of the land.
4. The quoted fixed cost against each item shall remain unchanged till the completion of the Project(s).
5. The start of Project Management tenure will be reckoned from the date placing Purchase Order and deployment of resources as per the project requirements.
6. The base project location will be Pune.
7. Any travel outside of Pune or Bidders City for field work would have to be agreed with the Bank. Such travel would be in line with the Bank's eligibility at the level of Dy. General Manager for Senior Resource and Chief Manager for Team Member
8. The TCO in words is amount on which the commercial evaluation will be conducted.
9. All prices to be valid for a period of 2 years from the date of contract execution / signing.
10. The Bank reserves the right to renew the contract post completion contract period and the commercials for the same will be discussed based on the scope of work.
11. Bidder should factor all your expenses like travelling, boarding, lodging etc. Apart from amount specified in Commercials, no other expenses will be paid by the Bank.



12. Bidder shall depute resources on-site of the project implementation location(s) for carrying out the task as specified in this document.
13. The cost quoted is in fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.
14. The cost quoted also includes the cost of deliverables for all the phases of the Project.
15. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
16. Fee is payable only on actual availing of services and no minimum or fixed fees are payable.
17. **Additional Per Man-day rates (applicable in case of enhancement of scope in future)**
  - a. The bidder is expected to provide a single additional per man-month rate in the table specified below.
  - b. The rate provided would be a blended rate and should be valid for 72 months from the date of contract with the bidder.
  - c. The rate quoted would be used by the bank for allotting additional related work beyond the scope of the project if the need arises
  - d. The rate quoted by the bidder will not be a part of the TCO computation
  - e. The rate quoted should be inclusive of taxes and charges except GST. GST will be payable actual and on submission of original invoice / receipt.
  - f. The rate quoted should include all expenses, lodging and boarding for work to be executed.

Place:

Date:

Seal & Signature of the Bidder

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

**Resource Level Mapping**

Sr	Item	Cost in INR
1	Per Man Month Rate	

Note:

- 1) All the Columns in all the above tables of this Annexure must be completely filled and should not be kept blank.
- 2) The Prices quoted shall be inclusive of all taxes and levies; and exclusive of GST.
- 3) GST Shall be paid on actual basis.
- 4) Bidder has to quote for all the three categories.
- 5) Bank will consider L-1 Bidder based on TCO mentioned above.
- 6) In case of difference between amount quoted in figure and in words. The amount quoted in words shall prevail.





### 19. ANNEXURE M : PROPOSED TEAM PROFILE

[Map the Projects here with Proposed Scope]

Sr	Project Scope	Name of the team member	Qualifications & certifications	Previous Banks where team member was associated	Duration of team member association	No. of years of experience
1.						



Sr	Project Scope	Name of the team member	Qualifications & certifications	Previous Banks where team member was associated	Duration of team member association	No. of years of experience
2.	1. Implementation of ALM 2. Implementation of LRM 3. Implementation of MRM 4. Maintenance and Support. DR Setup 5. UAT/Testing					

We hereby acknowledge that the information provided by us is true and to the Best of our Knowledge

Place:  
Date:

Seal and signature of the bidder



## 20. ANNEXURE N : CHECKLIST OF DOCUMENTS TO BE SUBMITTED

1. Technical Bid with Covering Letter
2. Team Profile
3. Masked Commercial offer
4. Compliance Certificate
5. EMD BG/ DD
6. Annexure B: Details Of The Bidder
7. Annexure C: Details Of Past Experiences Of Handling Similar Project Record
8. Compliance To Annexure E : Functional Specifications.
9. Annexure F: Format A - Compliance Agreement
10. Annexure G: Non-Disclosure Agreement
11. Annexure H: Pre Contract Integrity Pact
12. Compliance to Annexure K: Eligibility Evaluation
13. Cv of Proposed Team Profile
14. Annexure O: Undertaking Of Information Security







## 21. ANNEXURE O: Undertaking of Information Security

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

Date: / /

To,  
General Manager – Information Technology  
Bank of Maharashtra

Sir,

Subject : 162021-22 RFP for Installation, Configuration, Implementation, Customization, Maintenance and Support of ALM, LRM & MRM modules in latest version of Oracle Financial Services Analytical Application (OFSAA)

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

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



## 22. ANNEXURE P - PERFORMANCE BANK GUARANTEE (ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

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

Bank Guarantee No. : \_\_\_\_\_  
Amount of Guarantee : Rs. \_\_\_\_\_/-  
Guarantee Valid up to : 31.01.2025  
Last date of lodgment of claim: 30.01.2026

This deed of guarantee is executed on this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_ by {Name of the Bank issuing guarantee} a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) (hereinafter referred to as the '**Guarantor Bank**', which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns) in favour of **Bank of Maharashtra**, a New Bank constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, and having its Head Office at Lokmangal, 1501, Shivajinagar, Pune-411005 (hereinafter referred to as "**Beneficiary Bank**", which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns), for an amount not exceeding Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) at the request of M/s \_\_\_\_\_ (with address).

Whereas engagement letter no. \_\_\_\_\_ PO/LOI \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_ (hereinafter called the "**Contract**") for Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) placed by the Beneficiary Bank on M/s \_\_\_\_\_, having its Head Office at \_\_\_\_\_ and \_\_\_\_\_ a branch office at \_\_\_\_\_ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor have to \_\_\_\_\_ (Name of the Project) \_\_\_\_\_ as per the engagement letter referred hereinabove.

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

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

In consideration of Bank of Maharashtra, the beneficiary bank, having issued engagement letter No. \_\_\_\_\_ PO/LOI \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_ for Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) on M/s \_\_\_\_\_, having its Head Office at \_\_\_\_\_ for \_\_\_\_\_ (Name of the Project) \_\_\_\_\_ as per the engagement letter referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:

- To indemnify and keep indemnified the beneficiary bank for the losses and damages that may be caused to or suffered by the beneficiary bank in the event of non-performance of whatever nature on the part of the contractor in discharging their contractual obligations under the said contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) without demur and without Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the



Beneficiary Bank shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.

- b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary bank or up to \_\_\_\_\_ months \_\_\_\_\_, which is earlier.
- c) This guarantee shall not in any way be affected by the change in the constitution of the contractor or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary bank or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary bank.
- d) To pay to the beneficiary Bank any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- e) We, \_\_\_\_\_ (indicate the name of Guarantor Bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary Bank in writing, and the guarantee shall remain in full force and continuing till all dues claimed are paid

Notwithstanding anything contained herein:

- a) The Bank's Liability .....not exceed Rs. \_\_\_\_\_ . (Rupees \_\_\_\_\_).
- b) This Bank Guarantee shall be valid up to \_\_\_\_\_.
- c) Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before \_\_\_\_\_ (date of expiry of the Guarantee).
- d) ***The Bank issuing such guarantee will not be liable under such guarantee to the beneficiary after the expiry of the claim period of one year, regardless of period of limitation under the Limitation Act, 1963.***

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

Signed, sealed and delivered by Mr.....  
For and on behalf of the Guarantor Do so and  
to affix the seal of the Bank, in the presence of .....

Place:  
SEAL  
Code No.  
SIGNATURE





### 23. Annexure-Q Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 for tender participation

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

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

Explanation-

    - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;



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



**24. Annexure- R Model Certificate format for tender participation to be submitted by bidders**

To  
Deputy General Manager  
Information Technology Department  
Bank of Maharashtra

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

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

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address

Email and Phone





**25. Annexure- S : Certificate for RFP Cost Waiver for MSME/NSIC Firms**

(In Letter head of Chartered Accountant)

Date:

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

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

Chartered Accountant Firm Name

Signature

Name

Reg.No.

VID No.

Seal of the  
firm



## 26. ANNEXURE T: LETTER FOR REFUND OF EMD

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

To,

Deputy General Manager,  
Information Technology Department  
Bank of Maharashtra

Dear Sir,

SUB: LETTER FOR REFUND OF EMD

REF: YOUR RFP NO: 162021-22 RFP for Installation, Configuration, Implementation, Customization, Maintenance and Support of ALM, LRM & MRM modules in latest version of Oracle Financial Services Analytical Application (OFSAA) dated DD/MM/YYYY

We \_\_\_\_\_ (Company Name) had participated in the Request for Proposal (RFP) 162021-22 RFP for Installation, Configuration, Implementation, Customization, Maintenance and Support of ALM, LRM & MRM modules in latest version of Oracle Financial Services Analytical Application (OFSAA) and we are an unsuccessful bidder.

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

Sr No	Bidder Name	DD/BG Number	Drawn on Bank Name	Amount (Rs)
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Bank details to which the money needs to be credited via NEFT are as follows

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

**Date:**

**Place:**

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Seal of Company:**