Request for Proposal (RFP)

For

Selection of Vendor for Implementation of Internal Credit Risk Rating System

RFP Reference No. - 292018
Dated - 16.03.2019

Bank of Maharashtra

Information Technology Department
Head Office, "Lokmangal"
1501, Shivaji Nagar, Pune – 411 005
(020) - 25614413; 25614319; 25614347

Price of the RFP Document: Rs. 10,000/- (Rs. Ten thousand only) including Taxes (Non-refundable)

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This RFP document is not an agreement and is not an offer or invitation by Bank of Maharashtra to any parties other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank of Maharashtra makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank of Maharashtra may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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Definitions of major terms/ abbreviations used on the document

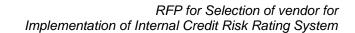| SN	Acronym/ Terms Used	Definition
1.	ALM	Asset Liability Management
2.	AMC/ ATS	Annual Maintenance Contract/ Annual Technical Support
3.	APR	Asset Performance Review
4.	B@NCS 24	Core Banking Application software used in Bank
5.	Bank/ BOM	Bank of Maharashtra
6.	CIMS	Credit Information & Monitoring System (host in house Capital Adequacy computation and Asset Performance review softwares)
7.	CO	Commercial Offer/ Commercial Bid/ Price Bid
8.	COTS	Commercial off the shelf
9.	CPTMS	Credit Proposal Tracking and Monitoring System
10.	CQCBS	Combined Quality and Cost Based Selection
11.	CRR System	Credit Risk Rating System. Note that Solution and System are interchangeably used in the RFP.
12.	EAD	Exposure at Default
13.	EWS	Early Warning System
14.	FIRB	Foundation Internal rating Based Approaches
15.	Go-Live	Application being deployed in the production environment, being used by the business users and being finally signed-off by the Bank.
16.	IPR	Intellectual Property Right
17.	IRM	Integrated Risk Management
18.	IT	Information Technology
19.	LGD	Loss Given Default
20.	LLMS	Loan Lifecycle Management System
21.	LOS	Loan Origination System
22.	MIS	Management Information System
23.	MSL	Minimum Service Level
24.	NAS	Network Attached Storage
25.	NCAF	New Capital Adequacy Framework
26.	OEM	Original Equipment Manufacturer – Product Vendor
27.	PD	Probability of Default
28.	Project	Implementation of Integrated Credit Rating System
29.	RAROC	Risk Adjusted Return on Capital
30.	RBI	Reserve Bank of India
31.	RDBMS	Relational Database Management System
32.	RFP	Request for Proposal
33.	SAN	Storage Area Network
34.	SIEM	Security Information and Event Management
35.	SLA	Service Level Agreement
36.	SRS	Software Requirement Specifications
37.	TB	Terabyte
38.	TCO	Total Cost of Ownership
39.	TO	Technical Offer
40.	ULC	Unified Login Cell (hosted on internal WAN)
41.	ZO	Zonal Office

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RFP for Selection of vendor for
Implementation of Internal Credit Risk Rating System

Bank of Maharashtra
बैंक ऑफ महाराष्ट्र
भारत सरकार का उद्यम
एक परिवार एक बैंक

1. OBJECTIVES

BANK OF MAHARASHTRA is a nationalized Public Sector Bank with a standing of more than 84 years. The Bank has 1846 branches across the length and breadth of the country. In the State of Maharashtra itself it has the largest network of branches by any Public Sector Bank in a state. All the branches of the Bank are under Core Banking System (CBS). It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office.

This Request for Proposal document ("RFP document" or "RFP") has been prepared solely for the purpose of enabling Bank of Maharashtra ("The Bank") to select a suitable Bidder for implementation of an Internal Credit Risk Rating System in compliance with the RBI guidelines & Bank's Policy on Risk Management and as per banking industry standards.

Thus, it is expected that bidders shall demonstrate the capability of the offered Credit Risk Rating system to meet Bank's expectations.

Note that "Vendor"/ "Bidder" terms are interchangeably used in the RFP.

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

2. INVIATION FOR TENDER OFFERS

2.1 **BANK OF MAHARASHTRA,** invites separate sealed tender bids, both Technical bid and Commercial bid, from eligible reputed companies for selection of vendor for implementation of Internal Credit Risk Rating System.

In this RFP, the term bidder/ prospective bidder refers to the bidder together with other entities participating for delivering product/ services mentioned in the **Scope of work**.

2.2 Complete set of RFP documents can be purchased from the following address during office hours on all working days either in person or by post on submission of a written application along with a **non-refundable fee of Rs. 10,000/- (Rs. Ten Thousand only) including GST** by Demand Draft or Banker's Cheque in favour of **"Bank of Maharashtra" payable at Pune.**

General Manager
Bank of Maharashtra, Head Office,
Information Technology Department,
'Lokmangal', 1501 Shivaji Nagar,
Pune, Maharashtra - 411005

2.3 The prospective bidder needs to purchase the tender document from the Bank. The bidders who purchase the RFP in their names only are eligible for submission of bid and will be invited to attend the pre-bid meeting at Bank of Maharashtra, Head Office, Pune.

2.4 Complete set of RFP for the above purpose can also be downloaded from Bank's official website **https://www.bankofmaharashtra.in/**. However, the 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 RFP document. The printed copy of the RFP document shall be treated as correct and final, in case of any errors in the soft copy.

2.5 The bidder who has downloaded the RFP from the above website, is required to submit a non-refundable fee of Rs. 10,000/- (Rs. Ten Thousand only) as stipulated above, within the last date and time of submission of bid, failing which the bid of the concerned bidder will not be entertained.

2.6 All bids (Technical & Commercial) must be submitted at the same time giving full particulars in separate sealed envelopes at the Bank's address within the time period specified in **Table 1** below.

2.7 Bidders are also required to submit a Demand Draft/Banker's cheque/ pay-order drawn in favour of **"Bank of Maharashtra" payable at Pune**, towards **Earnest Money Deposit (EMD) for Rs. 10,00,000/- (Rupees Ten Lakhs only)** valid for 180 days from the date of submission of the bid. Offers made without EMD will be rejected.

The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any scheduled commercial bank (excluding Bank of Maharashtra) acceptable to the Bank. The Bank Guarantee should be valid for 180 days from the date of submission of the offer.

The format of Bank Guarantee is enclosed as **ANNEXURE 1_Bank Guarantee Proforma**.

EMD/ Bank Guarantee must accompany all tender offers as specified in this tender document. EMD /Bank Guarantee should not be included with Technical or Commercial bid. It should be delivered in separate cover along with the sealed envelopes containing RFP responses to the Department in the Bank during office hours at the above address on or before specified date and time indicated in **Table 1**.

For more details on EMD please refer to **'Earnest Money Deposit' section 6.4**

2.8 **Technical Bids** will be opened in the presence of the bidders' representatives, who choose to attend Technical Bid Opening on the specified date and time. Technically

qualified bids will be taken up for further processing. After technical evaluation of the bids, **the Commercial Bids** of qualified bidders will be opened in the presence of the technically qualified bidders' representatives on separate date and time which will be notified separately.

2.9   Technical Specifications, Bill of Material document, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document and Annexure

2.10   No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.

2.11   Non-attendance at the Pre-Bid opening time will not be a cause for disqualification of a bidder.

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

2.13   The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.

Important Timelines:
The following is an indicative timeframe for the overall process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be communicated to the affected Respondents during the process:

(Table 1)

RFP Reference Number	292018
Cost of RFP document	Rs.10,000/-*# (inclusive of Taxes)
Earnest Money Deposit (EMD) amount	Rs. 10,00,000/- (Rs. Ten Lacs only)
Date of commencement of sale of RFP document	16.03.2019
Last Date of Sale of RFP Document	10.04.2019 02.00 PM
Queries to be mailed by (Format as per Annexure 9)	25.03.2019 02.00 PM
Pre-Bid meeting**	29.03.2019 at 12.00 PM
Last Date and time for Bid Submission (Soft copy and hard copy)	10.04.2019 upto 02.00 PM
Date of Opening of Eligibility Bid and Technical Bids	10.04.2019 at 04.00 PM
Place of opening of RFP Offers	Head Office, Bank of Maharashtra, 1501, 'Lokmangal', Shivajinagar Pune - 411005

Address for Communication	The Deputy General Manager, Information Technology, Head Office, Bank of Maharashtra, 1501, 'Lokmangal', Shivajinagar Pune - 411005
Contact Telephone/ Fax Numbers	020 - 25614423 020 - 25614350 020 - 25614347
Email address	nishant.rai@mahabank.co.in cmoprisk@mahabank.co.in cmcreditrisk@mahabank.co.in
Website	https://www.bankofmaharashtra.in
Contact Persons for any clarification/ Pre Bid queries/ Submission of Bid	Mr. Nishant Rai, Manager, IT, Head Office, Pune email: nishant.rai@mahabank.co.in Mr. Suresh Manglani, Chief Manager, IRM, Head Office, Pune email - cmoprisk@mahabank.co.in

*Tender copy price & EMD is compulsory to participate in bid process.

Exemption for Price for Tender Copy & EMD for Eligible Bidders as mentioned under Application Money clause and Eligibility Criteria.

** Only the authorized representatives of the bidder (maximum 2 persons) who have either purchased the RFP document or are exempted from tender fee will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company. In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid at the time of pre-bid meeting itself.

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

Tender offers will be opened in the presence of the bidder 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.

Exemption from Tender Fee & EMD: Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. Applicable guidelines for PPI-MII public procurement (preference to Make in India) order 2017 shall be applicable to eligible bidders. MSMEs registered under Single Point Registration Scheme (SPRS) of NSIC and complying with all the guidelines there under as well as those issued by GoI from time to time shall be eligible. MSME meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP.

General Manager
Information Technology (IT)

3. PROJECT OVERVIEW

Bank of Maharashtra intends to implement Internal Credit Risk Rating System for maintaining a high quality portfolio while pursuing growth and also enabling near and long term compliance with regulatory guidelines. Thus, Bank of Maharashtra needs a standard approach to service its corporate/ retail customers and have enough information to properly judge the creditworthiness so that the Bank can rely fully to monitor its portfolio through the implementation of this Internal Credit Risk Rating software and rating models.

This RFP is intended to invite Techno-Commercial Bids from eligible bidders to provide services and software solutions for implementation of an Internal Credit Risk Rating System.

4. SCOPE OF WORK & DELIVERABLES

4.1 Implementation of Internal Credit Risk Rating System

In order to build the critical data related to borrower and transaction risk profiles, the Bank intends to automate the entire internal credit risk rating process. The bidder is therefore expected to implement a web based Internal Credit Risk Rating System that will host the two dimensional internal credit risk rating models and customise the System as per Bank requirement and satisfaction. The bidder is expected to provide adequate documentation, user training and post implementation support for successful roll out of the system to the satisfaction of the Bank.

- Both obligor and Facility Rating Models have to be implemented.
- The System shall be capable of providing Probability of Default (PD) and Loss Given default (LGD) estimates.
- The System shall compute Risk Adjusted Return on Capital (RAROC) for all facilities and borrower.
- The System shall generate all the MIS reports as per Bank requirement formats and file type (such as .pdf; .xlsx; .docx; .txt, etc).

Bank has the in-house developed rating system in which data is available since FY 2004. Vendor needs to migrate the Bank's internal CRR data from FY 2011-12 till 2018-19 (or till implementation of proposed Rating System) to new CRR system by converting the Bank's rating data to compatible formats. Correctness of migrated data to be ensured. Vendor will also ascertain PD on basis of above said last 8-year credit ratings of old accounts.

Detailed functional and technical requirements for the Internal Rating System are outlined in **ANNEXURE 22_Functional and Technical Specifications**, which also forms the part of the Scope of Work.

4.2 Provide Internal Credit Risk Rating Models for Different Customer Segments

The Bank requires models for the following different customer segments (but not limited to):

1. Large Corporates;
2. NBFCs
3. MSME
4. SMEs
5. Bank
6. Real Estate
7. Infrastructure
8. Greenfield Projects
9. Agriculture Loans
10. Retails - Housing, Vehicle, Education, Other Retail

The bidder is expected to provide adequate documentation for the internal credit risk rating models and will also be responsible for knowledge transfer of the details of the models.

4.3 Implementation Timelines

Successful vendor is required to implement the project within the stipulated timelines provided below:

(Table 2)

SN	Items	Period
1	Issuance of Purchase Order to successful Vendor	T
2	Customization and finalization of rating models/ system	T + 4 Weeks
3	• Implementation of Internal Credit Risk Rating System. • Migration of existing CRR data to new System.* • Integration with various systems/ modules	T + 8 Weeks
4	Organization wise implementation after successful UAT and final Sign-off	T + 12 Weeks

*** Existing CRR system as well as New Internal Credit Risk rating System will run in parallel basis until complete data is migrated from present system to new system and Go Live status of New System.**

Vendor can provide the phased delivery, meeting all the requirement of the in scope applications and in adherence to the SLA.

Liquidated damages will be imposed if the vendor fails to deliver the software/services within the stipulated timelines as mentioned in section 7.13.

The bidder will be responsible for delivering the end to end solution and will be the single point of contact for the Bank.

4.4 Training

Comprehensive training covering all aspects of Credit Risk Rating System including Functional and Technical aspects to be provided to all the identified Bank's staff. Training shall be provided to **5 batches** with **batch Size of 30 officials** to be trained for the whole period of TCO (i.e. contract period of 5 years) by visiting the Bank's premises at Pune. This will include software functional and technical training, super user training and training materials (both soft copy and hard copy). The same should also be incorporated in the training manual/document. Vendor should provide details regarding Application Software, Database Design, Table Structure, and Application Programming Interface & Protocol etc. so as to give the Bank sufficient insight on working of the application or software and for preparing adhoc reports. The training for the first batch should be completed before Go-live date and for the remaining batches Bank will decide the schedule after confirming with the bidder. The bidder should provide the trainings without any extra cost.
Bank may call the vendor for demonstration/ user support at any time after implementation of the System by visiting the Bank's premises.

4.5 Implementation

1. The Selected Bidder should implement an enterprise version of Internal Credit Risk Rating System at the Bank's designated offices /locations.
2. Bidder is required to supply, install and commission Internal Credit Risk Rating System and any other peripheral applications required for successful commissioning of the System.
3. Bank will provide the Hardware and Infrastructure support for implementation of project which include Servers (Web, Application & Database), network connectivity, Database (Oracle 11g/ 12c), etc. as available with the Bank.
4. Bidder shall have to implement the replication of Web, Application and Database between DC and DR setup of the Bank. Also, bidder should provide full assistance/ support during the planned/ unplanned DR drills conducted by Bank.
5. Bidder is required to implement the System at all Branches (existing and future)/ / Zonal offices/ Head office
6. As part of implementation all data migration (as and when required) from the existing systems/ manual data entry will be done by the bidder. Correctness of migrated data to be ensured. Bidder is required to provide the Maintenance and support for the solution, software, middleware supplied through this RFP and also any issues related to Integrated Credit Risk Rating System or its integration with the existing systems.
7. Selected bidder should ensure the System OEM representation till the successful implementation of the product/ System in the Bank's environment
8. The Bidder should ensure that the quality assurance and development standards outlined in the development methodology are adhered to and that the required functionalities/reports related to the same are generated and shared with Bank's team on a regular basis.
9. The bidder shall ensure that sensitive information is stored in Bank's owned database server in encrypted format with latest encryption standard/ algorithm.

10. The Bidder shall maintain up-to-date inventory of assets, including business data/ information including customer data/ information, business applications, supporting IT infrastructure and facilities, such as - hardware, software, key personnel, services, etc. indicating their business criticality. Same shall be informed to the Bank from time to time.

11. The bidder shall implement white listing of authorized software, applications, libraries etc. to prevent execution of unauthorized software on the IT Assets.

12. Standard Operating Procedures (SOP) for all related IT activities should be prepared by the bidder to the satisfaction of the Bank.

13. User Manual/ Training document for the system operations covering all models should be prepared by the bidder to the satisfaction of the Bank.

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

15. Active Directory integration should also be implemented on all the servers and devices installed under the project.

16. The bidder shall ensure that the Audit logs/ trail are enabled for all the devices, servers, applications, middleware, & databases etc.

17. During Implementation or Post implementation sign off, any new guidelines issued by Regulatory or statutory Body has to be incorporated by the bidder in the system accordingly at no additional cost to the Bank.

18. Installation and commissioning of the entire system including database installation and any other configuration required is bidder responsibility

Bidder should ensure participation of System OEM vendor during the Blue Print, implementation, UAT and Signoff phase. Bidder should ensure that the OEM effort is spread across the Blue Print, implementation, UAT and Signoff duration and OEM vendor's sign-off is there for major milestones.

Product Implementation, testing, roll out and all other work deliverables.

• Delivery of Software product(s)
• Generation of required reports (as specified under functional requirements of RFP).
• The project should cover all the existing/future branches/offices of the Bank and have the capability to scale up for meeting future requirements.
• Setting up of User Acceptance Test Environment, Live System and Disaster Recovery System
• To impart user training to officers in the Bank
• To assist in obtaining any approvals from regulator or registration with any statutory Body and subsequent implementation, if required, regarding the implementation of Internal Credit Risk Rating System.

Systems Integration

• Internal Credit Risk Rating System should be a web based system and should have interface with various back end applications for data collection (via direct transfers, STP, file upload/downloads, etc.)

- On the basis of the gap study of the inter-relativity of various existing and proposed project of the Bank, implement system after protecting the IT investment already done. The processes involving more than one system should eliminate cumbersome process, repetitive data entry, etc. While integrating the systems it should be ensured that all the statutory, regulatory and legal guidelines/instructions are complied with. It should be ensured that the security issues are simultaneously addressed in a satisfactory manner to the Bank and necessary audit trails are also maintained.

- The new system has to be integrated with the existing and proposed systems mentioned below (but not limited to):

Existing Applications:
- Current Core Banking System (B@NCS 24) in the Bank as on the date of Software Requirement Specifications (SRS) Signoff
- E-Treasury system
- CPTMS
- CIMS and MIS
- APR system
- FTP
- Any other System as per Bank's requirement

Proposed/ Planned Applications:
- Data Warehouse/ Data Lake and Business Intelligence
- LOS/ LLMS/ EWS
- Ind AS (IFRS)
- Fraud Risk Management
- Any other System as per Bank's requirement

Bank will limit the applications to be integrated with the new system during the signoff of SRS, Post SRS signoff any new integration with system will be done on mutually agreed terms and conditions.

4.6   Maintenance and Support

The Bidder is required to provide Application Helpdesk services for the in-scope applications during the sustenance phase (after successful implementation of Internal Credit Risk Rating System) for the Contract Period. **Bank will not provide VPN access to Bidder's resources to access Bank's Applications & IT Infrastructure from the bidder's premises.**

Bidder to provide onsite resource or resolution through on call support ensuring that, it adheres to the service level criteria mentioned in the RFP and subsequent documents/addendums. Bank's Security and IT Policy (existing & future) related to in scope applications has to be implemented, maintained and supported by the bidder.

Bidder to ensure the maintenance & support for all the supplied solution Software and

Middleware as a part of the RFP and shall adhere to the SLA mentioned in the RFP and subsequent documents/addendums.

All the IT components proposed under the 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.

Bank will provide Server, Storage space and Operating System. Bidder in the technical proposal has to provide the quantity of Server, Storage Space (in GB) and OS (Version, Edition, OEM Make, and Quantity of License). Logical separation / Virtualization for production and non-production environment is to be performed by the bidder in coordination with Bank. Selected bidder shall be responsible for maintenance of the proposed system.

The Bidder is required to provide the sizing of the infrastructure required from the Bank in the format as provided in the **ANNEXURE 19_Sizing of Requirement.**

(Table 3)

SN	Bank's business figure for this project	Figures
1	No. of Concurrent User	500
2	Total No. of User	3500
3	Average no. of proposal per day	750
4	Total Number of Borrowers	600000 (approx)
5	**Migration**	
	No. of Borrowers	50000

4.7 Bank's IT Setup

The Bank has three tier organizational structure comprising of the Head Office, Zonal Office and Branches. The Bank has 1885 branches / offices all over India. In the state of Maharashtra itself it has 1100 plus branches, the largest network of branches by any Public Sector Bank in the state. The Bank has a network of 1885 branches / offices spread across the length and breadth of the country with the presence in all the states and union territories. The Bank has set up specialized branch offices to cater to the needs of SMEs, corporate, agriculturists and importers & exporters. Bank of Maharashtra branches and other office including Head office are connected to the Data center and Disaster Recovery Center using MPLS Links and VSAT.

MAHANET comprise of MPLS Wired, point-to-point wired, wireless network and backup 3G network. All the branches are connected to Data Center (DC) and Disaster Recovery (DR) Center through MPLS links.

If Bank shifts any of the sites mentioned above (DC / DR) to a new location, the successful bidder shall provide respective services from the new location.

4.8 Application Helpdesk

Selected bidder shall provide Centralized Application Helpdesk Support for In-scope applications. Bidder is required to provide the support in English/ Hindi/ Local Language.

Bank will only provide the space, phone, desktop, power. Any other tools required for successful operations of the helpdesk has to be factored in by the bidder. Bidder is require to provide helpdesk services.

The scope of work shall be inclusive of but not limited to the activities mentioned under the service category.

- Access Management
- Performing periodic review of Access
- Resolving Integration Issues
- Performing Patch updates and software updates(In-scope applications)
- Report generation and resolving any error in report (due to software or integration related issues) etc.
- Shall also include providing status updates to user and if required escalation to next level.
- Resolution of issues escalated from the Bank
- Creating and Resolving Change requests
- Resolving Migration related issues
- Creating and Resolving Problem Tickets
- Supporting Disaster Recovery activities pertaining to in-scope application
- Compliance to Bank's security policy
- Performing any other day-to-day administration and support activities related to in-scope application
- Bidder to perform the application monitoring, Bank during the contract period may provide the tool to the bidder, bidder is required to install and maintain the provided tool for the proposed application and reports, however maintenance and support of the proposed applications and software is to be provided by the bidder

Helpdesk services for the In-scope applications should be provided for the entire Contract duration (including Warranty period and AMC).

The end user Application Helpdesk shall be available from 8.00 am to 8.00 pm or till the completion of "EOD" activities whichever is later on all working days of the bank.

The bidder must note that the Maintenance and Support services should be available for all environments viz., production, development and test, training.

A monthly report to be submitted by bidder on SLA adherence (**Refer Section 9.3**)

4.9 Warranty and AMC/ ATS

The selected bidder should provide **one year** comprehensive onsite warranty and post expiry of warranty period bidder should provide AMC/ ATS support for **two years** for proposed Internal Credit Risk Rating System, including proposed software and associated modules and services. Post expiry of proposed AMC/ ATS period, Bank may extend the same on mutually agreed terms.

The period of warranty for Internal Credit Risk Rating System will commence post the successful Go Live of Internal Credit Risk Rating system. The selected bidder should provide assurance that Internal Credit Risk Rating System works as per the functional, technical and operational specifications set out in this RFP.

The selected bidder should provide assurance that as and when any problem arises, the same would be rectified immediately by the bidder without any additional cost to the Bank (during Contract period). The warranty and AMC/ ATS of the software would include all in-version upgrade, patches/fixes, compliance of mandates (legal guidelines of GOI as per Gazette of India, regulatory authorities, RBI etc.) and maintenance support, troubleshooting, performance fine tuning, problem resolution for the application software for total solution provided by the bidder..

The AMC/ ATS rates will be valid for the remaining period of the contract after expiry of the one year warranty period.

Warranty and AMC/ ATS support will be mission critical 24*7*365 onsite support for software. Proactive and preventive measures are to be a part of the AMC/ ATS.

If any proposed software 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.

The selected bidder warrants that the services provided under the contract shall be as per the Service Level Agreement (SLA) between the bidder and Bank.

The Bank shall promptly notify the bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall with all reasonable speed, repair / replace / reconfigure / re-provision the defective software or service, without prejudice to any other rights, which The Bank may have against the bidder under the contract.

If the bidder, having been notified, fails to remedy the defect(s) within a reasonable period as per the terms and conditions of SLA, the Bank may proceed to take such remedial action as may be necessary at the bidder's risk and expense and without prejudice to any other rights, which the Bank may have against the bidder under the contract.

The selected Bidder should also guarantee that all the software supplied by the Bidder is licensed and legally obtained. Selected Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of the proposed softwares covered by the offer.

Successful Bidder shall do the upgrades with the customization within two months of the release of upgrades by the OEM with the consent of the Bank.

The AMC/ ATS rates will be valid for the remaining period of the contract after expiry of one year's warranty. Proactive and preventive measures are to be a part of the AMC/ ATS. **The Bank reserves the right to terminate the AMC/ ATS after giving one months' notice.**

4.10 Documents

4.10.1 Project Management Plan

The Bidder should submit a comprehensive Project Management Plan which should include the following:

- Project Implementation Schedule
- Quality Assurance Plan
- Requirements Management Process
- Change Management Process
- Release Management Process
- Quality Control/ Testing Plan
- Documentation Management Process
- Progress Reporting and Distribution Process

4.10.2 Project Communication Plan

The Progress Report should be generated fortnightly/monthly/any other periodicity as mutually agreed between the Bank and the Bidder.

4.10.3 Product customization and implementation
Comprehensive System Configuration, Customization and testing documentation should be delivered on the commencement of the User Acceptance Test following the correction of any "non-compliance".
- Software executables
- Customized software source code
- Logical database design and data recovery
- Technical design document including System Architecture Overview, Logical and Physical Data Base Design, System Interfaces Design, Development Tools, System Performance Benchmarks, Persistency of the Network Connection for remote and dial up users.
- Application setup and configuration manual including system configuration/setup

parameters documentation, documentation for Master data set up.
- Existing Data Migration documentation
- Documentation for validation/calibration tools including details in methodology for validation, parameters, data processing, formulas, algorithms, statistical models, etc.
- User Manual for the entire process Test Cases for User Acceptance Test (UAT)
- System Administration Manual

Bidder is required to submit the above stated documents before the signoff of the module by the Bank.

4.11 Technical Specifications

This RFP is intended to invite Technical & Commercial bids from eligible Bidders to provide end-to-end solution for implementation of Internal Credit Risk Rating System.

The Bidder will have to provide the necessary data integration interface to all the applications as required. The list of Bank's existing applications (but not limited to) is detailed above in **Section 4.5: Implementation**

Bidder is expected to study application and infrastructure at the bank to ensure there is no non-compatibility issues

The solution offered should be web based--Three Tier Architecture (i.e. web server, application server, and database servers), open platform and support data transfer and consolidation both from the networked and standalone system either online or dial up. The process should be automated with facility to schedule transfer of data. The solution should be scalable and capable to handle increased volumes. It must support centralized deployment, the access of the solution shall be provided to the branches users/officials designated by the banks

By means of diagrammatic/ pictorial representations, the Bidder should provide complete details of architecture of the Internal Credit Risk Rating System including source/ method of data capture and transfer, validation, updation and database maintenance. The proposed solution should cover all the existing branches/units/administrative offices as decided by the Bank and have the capability to scale up for meeting future requirements.

Bank is having Data Center (DC) and Disaster Recovery (DR) site and all Branches/ offices are connected to DC & DR

The detailed list of technical specifications is provided in the **ANNEXURE 22_Functional and Technical Specifications**. In case of any discrepancy found between the requirements mentioned in this excel sheet **ANEXURE 22_Functional and Technical Specifications** and the requirements mentioned in the RFP document, the requirements of excel sheet will supersede. The bidders are required to respond to each line item present in the **ANNEXURE 22_Functional and Technical Specifications** based on the instructions provided in RFP **Section 8: Evaluation Process.**

5. ELIGIBILITY CRITERIA

The Bank is looking to select a vendor for implementation of Internal Credit Risk Rating System. Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from the Bidders who do not fulfil any of the following eligibility criteria are liable to be rejected without any further clarification whatsoever.

The Bidder must fulfil the criteria mentioned in the table below in order to bid for this RFP:
(Table 4)

SN	Eligibility Criteria	Proofs to be enclosed
1.	The Bidder submitting the offers should be a Government Organization/ PSU/ Private/ Public Limited under Indian laws and shall be in existence for the last five years as on 31.12.2018.	Certificate of Incorporation.
2.	The Bidder must have an average turnover of minimum Rs. 5.00 Crore during each of the last 3 financial years (2017-18, 2016-17, 2015-16).	Copy of CA certified Audited Balance sheet for each of the financial years. In case audited balance sheet is not available for FY 2017-18, provisional balance sheet and certificate duly certified by CA, should be submitted.
3.	The Bidder should be a profitable company or should have positive net worth in at least two of the last three financial years (2017-18, 2016-2017, 2015-16).	CA certified copy of audited balance sheet containing Profit and Loss statement for each Financial years should be submitted
4.	The bidder should have minimum 3 years of relevant experience in field of implementation of Credit Risk Rating System.	Relevant PO/satisfactory letter in support should be attached. Minimum one year satisfactory service certificates from clients should be attached.
5.	The Bidder should own the intellectual property rights of the product / solution or should have rights from the owner for deployment/ resale/ customization of software with the product Bidder or any other third party, whose software products are offered.	Intellectual property rights certificate OR Self-Declaration from the Bidder and an authorization letter from manufacturer to this effect should be furnished giving mandate to participate in this RFP.
6.	The bidder should not have been blacklisted by any government organization / banks, Self-declaration to that effect should be submitted along with the technical bid.	An undertaking to this effect must be submitted on bidder's letterhead
7.	The Bidder should have implemented/have under implementation Internal Credit Risk Rating System in atleast one scheduled commercial Bank in India. (Excluding Co-operative Banks and Regional Rural Banks)	Copies of the credential letter from the Bank(s)/ Contract Document/PO.
8.	The bidder should comply with the "Adoption of pre contract Integrity Pact" Clause as per ANNEXURE_12.	ANNEXURE_12.

Note:

- Photocopies of all relevant documents / certificates, duly attested by the company, should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The Bank reserves the right to verify /evaluate the claims made by The Bidder independently. Any decision of The Bank in this regard shall be final, conclusive and binding upon the Bidder.

- Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same solution.

- In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.

- In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.

- If an agent submits a bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.

6.   TERMS AND CONDITIONS

The following are the general terms and conditions proposed to be included in the Contract. Bank reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary before signing the final agreement.

The Bidder, selected for the project, will have to enter into a contract agreement directly with Bank. The contract agreement will contain various terms and conditions relating to payment, delivery, installation and commencement of operations, training, commissioning and acceptance, support during periods of warranty and maintenance, penalty due to delay in performance etc. All the diagrams, drawings, specifications and other related literature and information, provided by the bidder for the solution and agreed to by Bank, will also form a part of the agreement.

Bidders not complying with the terms and conditions of the RFP are liable to be rejected. The successful bidder must initiate work on the project within 15 days of execution of the contract.

The first page of the contract agreement shall be on a stamp paper and shall be duly stamped as per the stamp Act of the State.

The bill for the services rendered must be furnished along with the prices thereof, as per the terms and conditions contained in this document.

Payment shall be made on the actual procurement however the commercial evaluation shall be on the Total Cost of Ownership (TCO).

6.1 Terms of Assignment

The selected Bidder should perform activities as mentioned in "Scope of Work". However, if for any reason the work is not completed as per the requirements of the RFP within the stipulated time, the Bank will impose Liquidated damages as per clause 6.13 and penalty as per the section 6.14.

6.2 Amendment of the Bidding Documents

At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment. All prospective Bidders may check Bank's web site for amendments and it will be binding on them.

6.3 Documents Consisting the Bid

The Bid prepared by the Bidder shall comprise the following components:

Technical Bid - Part I of the bid document. The Bidder shall furnish as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract. As part of its technical bid, the bidder should submit documents agreeing to the bid's terms and conditions. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction:

- that, the Bidder has the financial and technical capability necessary to perform the Contract;
- that, the Bidder meets the qualification requirements
- Bid document as per format enclosed in Annexure
- Earnest Money Deposit (EMD)
- Bid Amount (Cost of RFP)
- Duly Signed and Stamped RFP Document with Corresponding corrigendums/ addendums

The Bank may, at its discretion, reject any bid document not accompanied by the above.

6.4 Earnest Money Deposit (EMD)

Earnest Money Deposit of **Rs. 10,00,000/- (Ten Lakhs only)** has to be submitted in the form of Demand Draft/Banker's cheque/ pay-order drawn in favour of **"Bank of Maharashtra" payable at Pune**, valid for 180 days from the date of submission of the bid. Earnest Money will not carry any interest. Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer.

The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any scheduled commercial bank (excluding Bank of Maharashtra) acceptable to the Bank. The Bank Guarantee should be valid for 180 days from the date of submission of the offer.

The Bank Guarantee towards Earnest Money Deposit should be delivered separately along with the sealed envelopes containing RFP responses and it should not be kept inside the sealed envelopes containing RFP responses.

The Earnest Money Deposit of unsuccessful bidders will be refunded while intimating the rejection of the bid within 30 days after the conclusion of the contract.

The Earnest Money Deposit will be forfeited if:
- The bidder withdraws his tender after opening of the envelope containing eligibility criteria documents.
- The successful bidder fails to honor the Bids placed.
- The successful bidder fails to sign the Contract Form (**ANNEXURE 16_Contract Format**) and / or furnish the Performance Bank Guarantee (**ANNEXURE 15_Performance Bank Guarantee Proforma**)

6.5 Adherence to Terms and Conditions

The Bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Respondents, such responses shall be disqualified and shall not be considered for the selection process.

6.6 Execution of Service Level Agreement and Non-Disclosure Agreement

The selected bidder shall execute Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) on the draft suggested by the Bank.

Service Level Agreement (SLA)
SLA will be signed with the successful bidder and format for same shall be provided separately to the successful bidder.

Non-Disclosure Agreement (NDA)
As the selected bidder will have access to the data/information of the Bank while implementing the project as per defined scope under RFP, the Bank will require the selected bidder to sign a Non-Disclosure Agreement along with the SLA in the NDA format (**ANNEXURE 13_NDA Format**) provided by the Bank, undertaking not to disclose or part with any information relating to the Bank and its data to any person or persons, as may come into possession of the selected bidder during course of the implementation and security integration.

All expenses and costs for execution of the SLA and NDA shall be borne by the successful Bidder. The conditions stipulated in the SLA/ NDA shall be strictly adhered to and any breach / violation thereof will entail termination of the Contract without prejudice to the other rights of the Bank including recovery of liquidated damages as specified in this RFP or SLA or NDA.

6.7 Project Team Members

The details of Project Team assigned to carry out implementation shall be submitted to the Bank, at the time of award of contract, along with details of qualifications and relevant experience of the team members to the satisfaction of the Bank.

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 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 insist the bidder to replace the resource.

Further, 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. Bank may allow any such substitution of key staff only with its written consent with similar experience and expertise.

6.8 Professionalism

The Selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics, values, and code of conduct, honesty and integrity while executing the assignment.

6.9 Expenses

It may be noted that Bank will not pay any additional amount/expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the amount mentioned in the award of the contract.

6.10 Performance Bank Guarantee

The Bidder shall furnish to the Bank, the Performance Bank Guarantee for an amount of 10% of Contract value which would be valid for the six months post Contract Period - 05 years. The planned contract period is 05 years and hence with validity of sixty six month will need to be provided (05 years of planned Contract Period + Extended six months).

The Performance Bank Guarantee should be furnished as per **ANNEXURE 15_Performance Bank Guarantee Proforma within the 21 days from acceptance of Purchase Order.**

In the event of the Successful Bidder being unable to service the contract to the satisfaction of Bank, for whatever reason, Bank Shall provide a cure period of 30 days and thereafter invoke the Performance Bank Guarantee. The proceeds of the performance bank guarantee shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

- The Performance Bank Guarantee shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Scheduled / Nationalized bank in India (other than Bank of Maharashtra), acceptable to the Bank in the Format.
- The Performance Bank Guarantee will be discharged by the Bank and returned to the Bidder after 30 days following the date of completion of the Bidder's performance obligations under the contract.
- In the event of any contract amendment, the Bidder shall, within 30 days after receipt of such amendment, furnish the amendment to the performance bank guarantee, rendering the same valid for the duration of the contract as amended.

6.11 Single Point of Contact

The selected Bidder has to provide details of single point of contact at the time of award of contract viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.

6.12 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 in force and as amended from time to time and will be subject to the exclusive jurisdiction of Courts at Pune.

6.13 Liquidated Damages (LD)

If bidder fails to deliver any or all application/hardware or perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the order value for each week of delay subject to the maximum of 10%. The LD will be charged on order value for the items for which delivery is delayed.

The Bank is entitled to deduct the penalty from the purchase price or any other amount, which is due to bidder from this contract, or any other contract or by invoking the Performance Bank Guarantee.

6.14 Penalties

6.14.1. Implementation Penalty

The selected bidder must adhere to the timelines as stated in the RFP. Delay in successful implementation of the system within the stipulated timelines shall attract penalty

In case, Bidder has not implemented the system within the stipulated timelines, the bidder shall be liable to pay a penalty of equivalent to 1% (one percent) of the implementation cost of the respective system for every week of delay or part thereof.

6.14.2. Downtime and Performance Penalty

The bidder is liable for a penalty as mentioned below in the **section 9.3 - SLA**

The Overall Cap on the penalty will be subject to maximum of 10% of the overall contract value. **For the purpose of this RFP, the total of penalties as per SLA and the Liquidated damages will be subject to a maximum of 10% of the overall contract value.**

6.15 Insurance Obligations of the Vendor

The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Vendor naming Bank of Maharashtra as the beneficiary, for an amount equal to 100% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplies are accepted and the rights of the property are transferred to Bank. The successful bidder shall ensure that the insurance policy is in force and make necessary arrangement for renewal of the policy whenever required.

Should any loss or damage occur, the selected Bidder shall: -
* initiate and pursue claim till settlement; and
* Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

The Vendor shall not hold the Bank responsible for rejection of the insurance claims of the Vendor by the insurer.

The Vendors' obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Vendors' other obligations hereunder, and the Vendor's liability to the Bank shall not be limited to the amount of coverage required hereunder. All the disputes arising out of or in connection with the agreement shall be deemed to have arisen in Pune. Only the courts/s in Pune shall have the jurisdiction to determine the same to the exclusion of all other courts'.

6.16 Force Majeure

Any failure or delay by selected bidder or Bank in the performance of its obligations, to the extent due to any failure or delay caused by events beyond the control of either Party (Bank or Selected Bidder) and which such Party could not have avoided by use of reasonable case, including but not limited to acts of god or public enemy, actions of Governmental Authorities, acts of war, rebellion, sabotage or fires, floods, explosions, epidemic, quarantine restrictions, riots, or strikes or analogous events ("Force Majeure Events").

If the successful Bidder is prevented or delayed from the performing any of its obligations under the Contract by Force Majeure Events, then the successful Bidder shall notify Bank the circumstances constituting the Force Majeure Event and the obligations, performance of which is thereby delayed or prevented, the beginning and end of the cause of delay immediately, but in no case later than 3 days from the beginning and end of such Force Majeure Event respectively.

6.17 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank **(ANNEXURE 14_Authorized Signatories),** 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 resolution of their Board, authenticated by Company Secretary/Director, 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.

6.18 Indemnity

Vendor 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 vendor, its employees, its agents, 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 Vendor,

(iii)   use of the allocated site and or facility provided by Vendor,

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

(v)   Vendor shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyrights, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment providing facility to Bank's equipment at all points of time.

(vi)   Vendor 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 error, misconduct, fraud, misbehavior or violations of any laws committed by Vendor or its employees/ agents/ persons employed by third parties.

(vii) This indemnification is only a remedy for the Bank. Vendor/partner is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The total liability of the selected bidder under this clause and contract shall not exceed the total contract value.

6.19 Assignment

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder without prior written consent of the Bank and any such sale, lease, assignment or transfer otherwise made by the selected Bidder shall be void and of no effect.

6.20 No Employer – Employee Relationship

The selected Bidder or any of its holding/ subsidiary/ joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives/ agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/ officers/ staff/ representatives/ personnel/ agents.

6.21 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 Willful Misconduct or Gross Negligence of vendor, 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. "Willful 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. "Gross 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 vendor as part of procurement under the RFP.

Under no circumstances Bank of Maharashtra shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank of Maharashtra 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 vendor.

All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this Agreement will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the Vendor with respect to any aspect of the assignment. The Vendor shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this Agreement.

The bidder undertakes to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

6.22 Subcontracting

Selected Bidder may subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract. Bidder shall be the single point of contact and solely responsible for the supply, installation, implementation, integration, support and maintenance for the entire project that includes the products/services offered by the other Sub-Contracting members. However, Bidder will be solely responsible for ensuring adherence to the Service Levels, terms & condition and Service Quality for each of the deliverables executed by bidder and its sub-contractor(s).

6.23 Cancellation of Contract

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank in any of the following circumstances. The Bank would provide 30 days cure period to rectify any breach/ unsatisfactory progress if:

- The selected Bidder commits a breach of any of the terms and conditions of the bid/contract.
- The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- If deductions on account of penalty and 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 may give a 30 days cure period. Thereafter, 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. In this event, the selected bidder is bound to make good

the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract capped up to a maximum of 50% of the Price quoted by the bidder of the undelivered portion of services. This clause is applicable if for any reason the contract is cancelled.

6.24 Dispute Resolution

If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to arbitration. Both Parties may agree upon a single arbitrator or each Party shall appoint one arbitrator and the two appointed arbitrators shall thereupon appoint a third arbitrator. The arbitration shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Pune. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

6.25 Ownership of Deliverables

All the deliverables as per scope of this RFP will become the property of Bank of Maharashtra, provided, however, there will not no transfer of ownership of the bidder's intellectual property rights contained in such deliverable. However, any customization done specifically for the bank by the bidder during the tenure of the contract will be the intellectual property of the bank

6.26 Exit Management

6.26.1. Purpose
- Transfer of Assets
- Cooperation and Provision of Information

The existing vendor will promptly on the commencement of the exit management period supply to the Bank or its nominated vendors the following:

- Information relating to the Internal Credit Risk Rating System implemented at the Bank, and reports
- Documentation relating to Intellectual Property Rights
- All other data relevant to the solution and confidential information

Before the expiry of the exit management period, the current vendor shall deliver to the Bank or its nominated vendor all new or up-dated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the current vendor shall be permitted to retain one copy of such materials for archival purposes only.

Before the expiry of the exit management period, unless otherwise provided under the contract, The Bank or its nominated vendor shall deliver to the existing vendor all forms of vendor confidential information

6.26.2. Transfer of certain Agreements

On request by the Bank or its nominated vendor, the current vendor shall effect such assignments, transfers, innovations, licenses and sub-licenses in favour of the Bank or its nominated vendor, in relation to any equipment lease, maintenance or service provision agreement between existing vendor and nominated vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

The Bank and its appointed nominees shall have the right of Access to Premises where the assets are hosted or from where services are being provisioned.

6.27 Contract Period

The contract period will commence from the date of acceptance of the Purchase Order (PO), and will be valid for **05** years. The selected Bidder needs to execute a comprehensive, definitive Service Level Agreement (SLA) with the Bank covering all terms and conditions of this RFP. SLA will cover performance and availability of the system deployed. The performance of the selected Bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion first providing a 30 day cure period and thereafter giving 90 days' notice without assigning any reasons.

6.28 Title of Ownership

The Title of ownership and risk of goods supplied under this contract will be passed on to the bank on delivery of the material at the banks location. However Bidder is required to provide insurance in in-line with the RFP

6.29 Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in **ANNEXURE 12_Integrity Pact**.

Signing of the IP with the Bank would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.

6.30 Payment Terms

Payment will be released by the Bank after deduction of applicable taxes at source of the agreed payment to the bidder (for which contract will be executed) in stages on completion of the activities as per the phases defined in the scope of services under the RFP. **No advance payment will be made**. Further, it may be noted that the criteria mentioned below is only for the purpose of effecting agreed price payment. The selected Bidder shall cover the entire scope including deliverables mentioned in **Section 4**. Payment will be based on phases as detailed in the Project scope. Aside from the amount payable by the Bank to the selected bidder for the Scope of Work as given in the RFP (which is inclusive of all charges, taxes, etc.), the Bank shall not pay any extra taxes or amounts.

Bank will release payment within 30 days from the date of receipt of invoice. In case of Dispute/s, payment will be made within 15 working days of resolution of dispute/s. No penal Interest will be paid for delayed payment.

Recovery of Penalty:

- During Warranty Period: Amount of penalty will be recovered from bidder, on demand from Bank. The bidder undertakes to pay the penalty amount as prescribed by the Bank. Bank reserve the right to invoke the Bank Guarantee for recovering the penalty amount.

- During AMC Period: Amount of penalty applicable will be recovered/adjusted while making payment of the next renewal of AMC under the maintenance contract. In case of non-renewal of AMC, vendor will submit an unconditional undertaking to pay the pending penalty amount or damages immediately after demand from the Bank. The Bank reserves the right to recover the penalty amount by any mode such as adjusting from any payments to be made by the Bank to the Bidder.

Bidder is required to provide staggered or phased delivery Thus, the warranty and subsequent AMC of the components will begin as per the phased delivery.

In case any deficiency is found during the implementation of the software, bidder to provide the additional component at no additional cost to the Bank. All Component has to be supplied and installed as per the agreed bill of materials.

(Table 5)

Deliverables	% of payments	Stages (on Completion of Activities)
Software Cost	40%	Delivery of applications and submission of invoice with Proof of Delivery and other documents of the supplied solution. Bank may at its discretion verify the details before releasing the payment.
	30%	Successful completion of customization of the module and acceptance by the Bank
	30%	UAT Signoff from the Bank
Implementation Cost	40%	Successful sign off of SRS document by the bank.
	25%	Successful completion of customization of the module and acceptance by the bank
	25%	UAT Signoff from the Bank
	10%	On successful release to production & acceptance by the bank.
AMC/ ATS	Annually in advance (Bank guarantee of 10% of annual amount valid for 15 months)	The AMC/ ATS shall commence on completion of the warranty period. Bidder to furnish the bank guarantee of 10% of annual amount valid for 15 months before claiming for AMC/ ATS Cost. The AMC/ ATS will be treated as a part of the total cost of the project. In case the bidder is not providing the Bank Guarantee, payment shall be made quarterly in arrears.

6.30.1 Price Composition

The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all proposed components (software etc.) and services on a fixed price basis as part of the commercial Bid inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank The entire benefits / advantages, arising out of fall in prices, taxes, duties or

any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The bank will not pay any out of pocket expense.

6.30.2 Road Permit

In case of receiving of hardware to the area where Road Permit is required for transportation of goods, it is the responsibility of the bidder to arrange for the same in advance without any extra cost to the bank.

6.31 Amalgamation

If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

6.32 Termination

6.32.1 Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

a) if the Successful Bidder fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
b) If the Successful Bidder fails to perform any other obligation(s) under the contract.
c) If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public 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 a 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 shall give a cure period of 30 days and thereafter 90 days' notice period without assigning any reasons to the bidder before terminating the contract. In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceed 10% of the contract amount.

6.32.2 Termination for Insolvency

If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a   resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving 90 days written notice to the Bidder. In the event of termination for Solvency, the Vendor shall be paid up to the stage of products delivered and accepted by the bank and services rendered to the satisfaction of the bank as per the payment terms defined in the RFP till the point of termination after deducting SLA penalty/Liquidated Damages, if any . In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

6.32.3 Termination – Key Terms & Conditions

The Bank shall be entitled to terminate the agreement at any time by giving 90 days' notice if:

The Bidder
a)   has a winding up order made against it; or
b)   has a receiver appointed over all or substantial assets; or
c)   is or becomes unable to pay its debts as they become due; or
d)   enters into any arrangement or composition with or for the benefit of its creditors; or e. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Bidder shall have right to terminate only in the event of winding up of the Bank

6.32.4 Exit Option

3.   The Bank reserves the right to cancel the contract in the event of happening one or more of the following after giving 30 days cure period:

  a)   The Successful Bidder(s) shall be required to enter into a contract with Bank, within thirty (30) days of the award of the work or within such extended period, as may be specified by Bank. The Contract will be based on this RFP document, Purchase Order and the corrigendum. The Successful bidder shall furnish the Performance Bank Guarantee within 21 days of acceptance of the PO by the bidder

  b)   Delay in completing installation / implementation and acceptance tests/ checks beyond the specified periods;

  c)   Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.

d) In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder.

4. The Bank and the Bidder shall together prepare the Reverse Transition Plan as part of vendor exit plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

5. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Security Deposit /Performance Guarantee given by the Bidder.

6. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the facilities management services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with.

7. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover, transitioning of application knowledge, Bank's deliverables, and maintenance and Application Support Help Desk.

6.32.5. Termination for convenience

The Bank, by 90 days written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

In the event of termination for whatsoever reason, the Vendor shall be paid up to the stage of products delivered and services rendered as per the payment terms defined in the RFP till the point of termination after deducting SLA penalty/Liquidated damages, if any.

6.33 IT related terms & Conditions

A) In case any bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP.

B) Solution Integration with Security Information and Event Management (SIEM) - It would be bidder's responsibility to integrate proposed solution with existing SIEM to generate alerts

IT ACT
The bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) 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 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 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by the bidder to Bank from any source.

Aadhar ACT
The successful bidder must comply with Aadhar Act 2016.

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.

7.   GENERAL INSTRUCTIONS

7.1   Registration of RFP Response

Registration of RFP response will be affected by the Bank by making an entry in a separate register kept for the purpose upon Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. The submission should be in the format outlined in this RFP and should be submitted only through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.
RFP responses will remain valid and open for evaluation for a period of at least six (6) months from the RFP closing date.

7.2   Request for Additional Information

Recipients/ Bidders are required to direct all communications for any clarification related to this RFP, to the designated Bank officials and must communicate the same in writing in 7 days prior to the pre-bid meeting scheduled date. All queries relating to the RFP, technical or otherwise, must be in writing only. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Bank will not answer any communication reaching the Bank later than **25.03.2019 at 02.00 PM**, this being the last date to receive clarifications.

The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response. Bidders should invariably provide details of their email addresses as responses to queries will be provided to all Bidders via email.

The Bank may in its sole and absolute discretion engage in discussion with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to clarify any response.

7.3   Pre-Bid Meeting

The Bank plans to hold a pre-bid meeting on **29.03.2019 at 12.00 PM** at the address specified in Bid details under introduction note to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered.

Interested Bidders will be allowed to participate in the Pre-Bid meeting. Also, bank will allow a maximum of 2 representatives from each Bidder (including OEM partners) to participate in the pre-bid meeting.

Bidders are requested to send their queries relating to RFP to our office by e-mail / speed post / courier, well in advance (latest by **25.03.2019 at 02.00 PM**) so that the same could be discussed during the Pre-Bid meeting with interested Bidders.

Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Bidder.
The Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.

7.4   Disqualification

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

7.5   Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

7.6   Period of Validity of Bids

Bids should remain valid for the period of at least six (6) months from the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission.

7.7   Errors and Omissions

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

7.8   Amendment of Bidding Documents

Any time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect.

7.9   Authorization to Bid

The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority.

a.   All pages of the bid, shall be initialed by the person or persons signing the bid
b.   Bid form shall be signed in full & official seal affixed.
c.   Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
d.   All such initials shall be supported by a rubber stamp impression of the Bidder's firm.

The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

In case the principal Bidder authorizes his business partners/ authorize distributors to bid on his behalf, a separate authorization letter with a commitment to fulfill the terms of the RFP should be submitted fulfilling the following intent:

1.) We who are established and reputable manufacturers/ producers of _____ having factories/ development facilities at (address of factory/ facility) do hereby Authorize M/s _____ (Name and address of the bidder) to submit a Bid, and sign the

contract with you against the above Bid Invitation.

2) We hereby extend our warranty for the Solution, Products and services Offered by the above firm against this Bid Invitation for the duration of the contract.

3) In case the authorized distributor/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, will assist the bank to find an alternate and acceptable service provider to meet the obligations of the RFP.

Necessary resolutions/ authority available should be enclosed.

7.10 Recipient obligation to inform itself

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

7.11 Cost borne by the Respondent

All costs and expenses (whether in terms of time or money) incurred by the Vendor in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Vendor. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract will be borne entirely by the successful bidder.

7.12 No Legal Relationship

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

7.13 Acceptance to Terms

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

7.14 Submission to Bank

The RFP response documents should be submitted in paper copies - hard bound in two sets (Original Set and Duplicate Set) and each set should contain one copy of the following:

1. ENVELOPE – I: Eligibility Criteria:

Separate envelopes with superscriptions as "**Eligibility Criteria**" should be included within the overall Envelope. The Bidder should submit the following:

a) The sheet mentioning compliance/ non-compliance to all the eligibility criteria specifications with remarks and other requirements given in **ANNEXURE 10_Confirmation of Eligibility.**

b) All the proofs required for eligibility criteria as mentioned in **ANNEXURE 10_Confirmation of Eligibility.**

c) **A softcopy of the above along with supporting document in a CD.**

2. ENVELOPE – II: Technical Bid:

Bid Document cost and EMD: Separate envelopes with superscriptions as "**Bid document cost and EMD**" should be included within the overall Envelope. The Bidder should submit the following:

a) Cost of Application/ Bid Document
b) Earnest Money Deposit (EMD) - EMD be submitted by any of the modes as mentioned in RFP at page no. 23 (6.4)
c) Technical Bid (as per **ANNEXURE 2_Technical Bid Form**)
d) **A softcopy of the above along with supporting document in a CD**

Technical Bid: Separate envelopes with superscriptions as "**Technical Bid and Masked Commercial Bid**" should be included within the Envelope II.

a) Technical Bid
b) Masked Commercial Bid

The Bidder should submit compliance / non-compliance to all the specifications with remarks and other requirements given in the Bid Document and Scope of Work.

The Technical Bid should be complete in all respects and contain all information asked for, except commercial prices. The Technical Bid should include all items asked for in bid document. The technical offer **should contain a Masked Bill of Material. The Bidders should note that the technical offer should not contain any price information**. The Technical Offer should be complete and indicate that all products and services asked for are quoted. The Bidder should enclose a copy of the Masked Commercial Bid (as per the format provided in **ANNEXURE 23_Commercial Bill of Material**) as per price schedule without the prices (please put 'X' mark wherever prices are quoted) along with other bid documents for evaluation purpose. In addition to submitting the hard copies, the Bid Formats dully filled, supporting documents and bid documents should be submitted in CD

in pdf format.

3. ENVELOPE – III: Commercial Bid:

The Price Bid document should give all relevant price information and should not contradict the Technical Offer in any manner. **Please note that if any envelope is found to contain both Technical and Commercial bid together, that bid will be rejected summarily. Commercial Bid should be submitted in hardcopy only and no softcopy of commercial bid is required.**

The three envelopes should be put together in an envelope to constitute one set. Each set should be packed in an envelope

The proposal should be prepared in English in MS Word/Excel format.

The details required in the Annexure shall also be enclosed. The Bank may reject any proposal not containing all the requirements called for in various Annexure.

The bidders who do not qualify as per eligibility criteria will not be considered for Technical evaluation.

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. Bank may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank.

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

Paper copies of RFP response as mentioned above along with Demand Draft/Banker's Cheque/Pay Order for Rs.10,000/ towards Application Money (which shall be non-refundable) and Rs. 10,00,000/ towards Earnest Money Deposit & one electronic copy (in standard readable format on CD) of Technical Bid must be submitted to Bank at the following address.

Name: Mr. Devdatta Rokade
Designation: Deputy General Manager
Address: Bank of Maharashtra, Head Office, IT Department, 'Lokmangal', 1501 Shivaji Nagar, Pune - 411005

Tel No: 020 - 25614413

E-mail ID: dgmitd@mahabank.co.in

The sealed bid envelopes as mentioned above should be delivered to Mr. Devdatta Rokade (DGM) IT Dept, at the address given above. The bidders who do not qualify as per eligibility criteria will not be considered for Technical evaluation. A bidder not found eligible under Technical Bid will not be considered for Commercial evaluation.

7.15 Late RFP Policy

RFP responses received after the deadline for lodgment of RFPs may be registered by Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Vendors are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that Bank has no obligation to accept or act on any reason for a late submitted response to RFP. Bank has no liability to any person who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

7.16 Modification and Withdrawal of Bid

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Bank prior to the deadline prescribed for submission of bids.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions as mentioned in this RFP. A withdrawal notice may also be sent by fax/e- mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- No bid can be modified subsequent to the deadline for submission of Bids
- No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of the bid during this interval shall result in forfeiture of Bid security.
- The modification of the bid mentioning the clause being modified will be considered as an integral part of the original bid and the relevant modifications shall be considered for bid evaluation process.

7.17 Bid Opening

1. The Bank will open only the Technical Bids as per the schedule mentioned in this RFP. The Commercial Bid of only technically qualified bidders will be opened on a later date subsequent to the technical evaluation. The Bank will notify the date and time for Commercial Bid Opening to the technically qualified bidders.
2. Attendance of all the authorized representatives of the bidders who are present at Bid Opening will be taken in a register against name of the representative, name of the company/bidder and with full signature of the representative.
3. Each Bid will be numbered serially, signed and dated by the Officers of the Bank except printed literature, brochure and reports.
4. The following details will be announced at the bid opening:

- Bidder's name,
- Bid Modifications or withdrawals, if any.
- Technical Details (in case of Technical bid opening),
- Submission or non-submission of Bid Security (in case of Technical bid opening) and such other details as the Bank, at its discretion, may consider appropriate.

5. Alterations in the bids, if any, made by the bidders should be signed legibly to make it perfectly clear that such alterations were present on the bids at the time of opening of the Bids. It would be ensured that alterations are signed by the bidder/company's executive who has signed the bid or by the bidder/company's representative authorized by the executive who has signed the bid.

6. An "on the spot statement" giving details of the bids opened and other particulars as read out during the opening of the bids will be prepared which will then be signed by all the bidders/representatives and bank officers present at the time of opening of bids.

7. Bids **(and modifications sent pursuant to Clause – 8.16 of Section 8)** that are not opened and read out at Bid opening shall not be considered further for evaluation, irrespective of the circumstances. Such Bids will be returned unopened to the Bidders.

8. Commercial Bids of those bidders who fail to technically qualify will be returned unopened to the concerned bidders.

8. EVALUATION PROCESS

8.1 Objective of the Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution at a competitive price. The evaluation by the Bank will be undertaken by an Internal Committee formed by the Bank. The Bank may consider recommendations made by External Experts/Consultants on the evaluation. The decision of the Committee shall be final.

The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank plans to, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

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

response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

Bank may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Bank also reserves the right to conduct Reference Site Visits at the bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

Through this Request for Proposal, Bank aims to select a Bidder/ application provider who would undertake the designing and implementation of the required solution. The Bidder shall be entrusted with end to end responsibility for the execution of the project under the scope of this RFP. The Bidder is expected to commit for the delivery of services with performance levels set out in this RFP with a Service Level Agreement.

8.2   Normalization of bids

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

8.3   Preliminary Examination of Offers

The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank plans to, at its discretion, waive any minor non - conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

8.4   Eligibility Evaluation Process

Bank shall scrutinize the Eligibility bid submitted by the bidder. A thorough examination of supporting documents to meet each eligibility criteria **(Section 5)** shall be conducted to determine the Eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.

The bidder meeting the General Eligibility Criteria as per **Section 5** will be considered for technical evaluation. Any credential/supporting detail mentioned in "Section 5-Eligbility Criteria" and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

8.5   Technical Evaluation

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid.

All technical bids will be evaluated and a technical score would be arrived at.

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

Bidders scoring more than 70% of the total score (i.e. 105 out of 150) and scoring at-least 70% of the score for the Functional Requirements (i.e. 35 out of 50) shall be considered to be technically qualified.

If there is only one bidder as technically qualified then Bank reserves the right to consider the bidder scoring more than 60% of the Total Score (i.e. 90 out of 150) and scoring at-least 70% of the score for the Functional Requirements (i.e. 35 out of 50) as technically qualified.

8.6   Technical Bid Evaluation Criteria

The scoring methodology for technical bid components is explained in the following paragraphs of this section.

The Internal Credit Risk Rating System implementation involves various components including implementation of necessary Application Software, RDBMS, development of interfaces and customizations where necessary, setting up of all necessary applications in the Disaster Recovery Centre for the roll-out, training of end users, performing data migration activities, providing implementation services, and rolling out the system at various

locations of Bank and provide Support and maintenance services for the contract period. The proposal submitted by the Bidders shall, therefore, be evaluated on the following parameters:

- Functional Requirements (FR)
- Technical Requirements (TR)
- Implementation Experience (IE)
- Product Demonstration, Technical Bid Presentation and Project Team (PB)

Scores for the above individual parameters shall be normalized to a percentage value. Each parameter has been assigned a weight. The weighted scores shall be summed up to determine the technical scores of the bidders across criteria.

Marks will be awarded as following:

(Table 6)

Status	Description	Marks
S - Standard Feature	'S' shows it's a standard feature available in the system and can be showcased in the demo	10
A - Alternative solution available	'A' is alternative solution is available for the functionality mentioned in RFP. In this case vendor will have to convince Bank about this alternative solution & the results. Bank in this case can take a call on approval or rejection of the same.	7 (if acceptable to Bank) 0 (if not acceptable to Bank)
C - Customization required	'C' is Customization needs to be done within specific timeframe as mentioned by the Bank in this RFP	5
N - Not Feasible	'N' is functionality / feature not available in this solution & neither can be customized	0

The functional requirements which are mentioned as Customized or Not feasible shall be provided to the Bank before the completion of pilot run at no extra cost to the Bank.

8.6.1 Scoring Methodology for Functional Requirements (FR)

The minimum functional specifications for Internal Credit Risk Rating System are given in **ANNEXURE 22_Functional and Technical Specifications**. All the requirements are mandatory. Bidder shall indicate in column 3 the availability of each requirement as per **Table 6**

The scoring will be out of 700 and then it will be normalized to 50

Bidder should score atleast 70% of the score for the functional requirements (i.e. 35 out of 50) to qualify for commercial evaluation.

8.6.2 Scoring Methodology for Technical Requirements (TR)

The minimum technical specifications for Internal Credit Risk Rating System are given in **ANNEXURE 22_Functional and Technical Specifications**. All the requirements are mandatory. Bidder shall indicate in column **3** the availability of each requirement as per **Table 6**

The scoring will be out of 1000 and then it will be normalized to 30

8.6.3 Scoring Methodology for Implementation Experience (IE)

The Bidder should provide details of historical experience in implementing Internal Credit Risk Rating System. The Bidder's implementation experience shall be evaluated and the score obtained by the Bidder shall be considered for evaluation. The Bidder should provide the details of all the implementations in Banks including details of Scope of Project, Number of Branches with breakup of the role and Proof of successful Implementation.

The Implementation Experience will be scored out of 40 marks.

8.6.4 Scoring Methodology for Product Demonstration, Technical Bid Presentation and Project Team (PB)

Eligible Bidders will be required to make technical presentations and demonstration to supplement their bids, showcase overall solution proposed. The Bank will schedule presentations & demonstration and the time and location will be communicated to the Bidders. Failure of a Bidder to complete a scheduled presentation & demonstration to the Bank may result in rejection of the proposal. The Bidder must submit the technical presentations and demonstration documents in hard and soft copy to the Bank at the time of presentation. The Bidder must also submit the qualifications and experience of the project team and project manager towards implementation experience of System in Public/ Private Sector Scheduled Commercial Banks (excluding Co-operative Banks & RRBs)

The Bank may also share additional use cases and/or questionnaire for the product demo. Bidder, if required, to provide justification for all the item marked as 'Standard Product' and 'Customization'.

The Product Demonstration, Technical Bid Presentation and Project Team will be scored out of 30 marks.

8.7 Technical Evaluation Process:

Technical Evaluation will be done as per the following table:

(Table 7)

SN	Evaluation for the Internal Credit Risk Rating System	Sub Scores	Max Total Score
1	**Functional Requirements (FR)**		**50**
2	**Technical Requirements (TR)**		**30**
3	**Implementation Experience (IE)**		**40**
3.1	Number of Public/ Private Sector Scheduled Commercial Bank (excluding Co-operative Banks & RRBs) using the Bidder's System in India/ under implementation as on 28.02.2019:		30
	More than 10	30	
	Between 8 and upto 10	20	
	Between 5 and upto 7	10	
	Below 5	5	
3.2	Number of years of experience in implementation of System (counted from date of successful Go live of the system) as on 28.02.2019:		10
	More than 10 years	10	
	Between 5 years and upto 10 years	5	
	Between 3 years and upto 5 years	2	
	Below 3 years	0	
4	**Product Demonstration, Technical Bid Presentation and Project Team (PB)**		**30**
4.1	Detailed product demo and presentation as per Functional requirements mentioned in this RFP for the Internal Credit Risk Rating System	20	
4.2	Resumes showcasing qualifications and experience of the project team and project manager including similar implementation experience in Public/ Private Sector Scheduled Commercial Banks (excluding Co-operative Banks & RRBs) for the Internal Credit Risk Rating System	10	
	TOTAL		**150**

Disqualification Parameters in Technical Bid Evaluation

The bidders are required to score at a minimum as per the parameters defined. If only one bidder qualifies, Bank at its discretion may select bidders with the top two technical scores for commercial evaluation process. Bank, at its discretion, may choose to open the commercial bid of the only bidder who qualifies. Bank at its discretion may reject the proposal of the Bidder without giving any reason whatsoever, if in Bank's opinion, the Solution Sizing was not made appropriately to meet the performance criteria as stipulated by Bank. Bank at its discretion may reject the proposal of the Bidder without giving any reasons whatsoever, in case the responses received from the Site Visits are negative.

8.8   Commercial Evaluation Process

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in ANXC1_Commercial Bill of Material.

The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the Commercial bid. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:
- If there is a discrepancy between words and figures, the amount in words shall prevail
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- If there is discrepancy between unit price and total price, the unit price shall prevail
- If there is a discrepancy in the total, the correct total shall be arrived at by Bank
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- 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.
- 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.
- All liability related to non-compliance of this Minimum Wages Requirement and any other law will be responsibility of the bidder.
- The Highest Technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the bank.
- The Lowest Commercial Bidder shall not automatically qualify for becoming selected Bidder and for award of contract by the Bank.
- The Bank shall not incur any liability to the affected Bidder on account of such rejection.
- The Bidder whose Technical and Commercial Bid is accepted will be referred to as "Selected Bidder" and the Bank will notify the same to the Selected Bidder.
- The final decision on the vendor will be taken by the Bank. The implementation of the project will commence upon successful negotiation of a contract between the Bank and the selected bidder based on the evaluation.
- If for some reason, negotiations with the successful bidder fail to result in an agreement within a specified timeline, the Bank reserves the right to award the contract to the next most eligible bidder based on the evaluation.

8.9 Final Evaluation of Bids using Combined Quality and Cost Based Selection (CQCBS)

Only those Bids would be evaluated for which the eligible technical bids have received the minimum threshold scores. The Commercial Bids of the short-listed bidders after Technical evaluation stage would be opened in the presence of the bidders or their authorized representatives who desire to be present not exceeding one person.

Methodology for Evaluation of Proposal and Bidder Finalization

Under CQCBS (Combined Quality and Cost Based Selection), the Technical Score will be allotted weightage of 80% while the Commercial Quote will be allotted weightage of 20%. The formula for combined score is given below:

CS = RTS * 80% + RCS * 20%

Where;

CS = Combined CQCBS Score of Individual Bid

$RTS = T/ T_{high}$

RTS - Relative score for Technical Proposal of each consultant
T - Technical score of the current proposal
T_{high} - Highest Technical score obtained

RCS = L1 /L

RCS = Relative score for Commercial Proposal of each consultant
L - Amount quoted by the current proposal
L1 - Lowest Amount quoted by L1 proposal

The bidder with the highest CQCBS score would be declared as the winner. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder. **The Bank will notify the name of Successful bidder.**

8.9.1 Reference site visit/ Client Feedback

Bank would carry out reference site visits and/ or telephonic feedback with the existing customers of the bidder/OEM. The inputs that have been received from the customer would be considered by the Bank and this might not need any documentary evidence. This rating would be purely on the inputs (like satisfaction of the organization of the product, timeliness of implementation, promptness of support services etc.) provided by the bidder/OEM's customers and score would be assigned to bidder.

The Bank at its discretion may reject the proposal of the bidder without giving any reasons whatsoever, in case the responses received from the site visits are negative. The bidder

would be required to coordinate for such interactions. However, the bidder would not be allowed to be party to the discussion between the Bank & the bidder/OEM's clients.

8.9.2 The Bank's Right:

The Bank's decision in respect of evaluation methodology and selection of bidders will be final and no claims, whatsoever in this respect, shall be entertained.

The Bank reserves the right to cancel or modify or reschedule the scope of work of this RFP, in case implementation scope and timelines are desired to be amended in light of regulatory guidelines.

The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank reserves the right to modify any terms, conditions and specifications of the RFP.

Bank reserves the right to obtain revised price bids from the bidder with regards to changes in RFP clauses or if the Bank is not satisfied with the price offered.

Bank reserves the right to accept any Bid in part or whole.

8.9.3 No Commitment to Accept Lowest or Any Tender:

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.

The Bank reserves the right to make changes, if necessary, in the terms and condition of the RFP.

The Bank will not be under obligation to meet and have discussions with any of the bidders and/or listen to their representations.

8.9.4 Contacting the Bank:

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

8.10 Key Guidelines:

- Bidder's proposal should strictly conform to the specifications.
- Proposals not conforming to the specifications will be rejected subject to the Bank's discretion. Any incomplete or ambiguous terms / conditions / quotes may result in disqualification of the offer at bank's discretion. The Bidder has to offer specific remarks for technical requirements and clearly confirm compliance. Any deviations on technical requirements should be clearly informed in Remarks column.
- Deviation/ comments on other terms prescribed by the Bank are to be provided in a separate section in Technical Bid. The Bank is not bound to evaluate the deviations

mentioned at any other section of the bid.

- For supplementary information a separate sheet should be used.

- All pages should be numbered (like 1/xxx, 2/xxx where xxx is last page number of Bid document) and signed under the company seal.

- Technical Bid documents are to be properly hard bound.

- Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any vendor in the final short-list.

8.11 Sealing and Marking of Bids

1. The Bidder has to submit 2 copies of the response and a soft copy of the complete technical Bid and Eligibility Criteria in Microsoft Office format on a Compact Disc (CD) super-scribing "**Soft Copy of Technical Bid and Eligibility Criteria against 292018 DATED 16.03.2019**" along with the technical bid. The Bidder will not furnish the softcopy of the commercial bid.

2. The Bidder shall seal the envelopes containing "**Envelope – I: Eligibility Criteria**", "**Envelope – II: Technical Bid**" and "**Envelope – III: Commercial Bid**" separately and the three envelopes shall be enclosed and sealed in a SINGLE OUTER ENVELOPE marked as "**ORIGINAL: Implementation of Internal Credit Risk Rating System - FINAL BID**"

3. The inner and outer envelopes shall:

   a) be addressed to the Bank at the address given; and

   b) bear the following in separate envelopes

   i. "**Implementation of Internal Credit Risk Rating System - Eligibility Criteria**"
   ii. "**Implementation of Internal Credit Risk Rating System -Technical Bid**",
   iii. "**Implementation of Internal Credit Risk Rating System - Commercial Bid**",

   c) All envelopes should indicate on the cover the name and address of the Bidder.

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

9.   Additional Instructions for Bidders

9.1   General Instructions

9.1.1 Nature of Bid

a) Bids will be permitted only from a single entity.
b) Consortium bidding is not allowed.

9.1.2 Source Code

a)   The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project).The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor.

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

c)   In case the Bidder is coming with software which is not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.

9.1.3 Information Ownership

All information processed, stored, or transmitted by successful Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.

Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

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 Bidder or existing at any of the Bank location. The Bidder will have to 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 Bidder will have to 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 Bidder or existing at any Bank location.

9.1.4 Security Configuration, Monitoring and Audit

The baseline security configuration of Operating System, Database, Web server and all other applications to be done by the bidder, according to the industry best practices.

Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls.

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Bidder.

9.2 Performance Guidelines

The proposed solution should be able to comply with the following guidelines on performance and solution components in minimum.

a) Bidder should clearly specify the detailed configuration and specifications of the applications and corresponding hardware/software required at various levels of performance and supply a detailed Bill of Materials (BoM) with the part numbers for the hardware based on the technical requirements. The bidder should separately list down the reasons for the recommended hardware/software configurations and specifications.

b) Bidder is required to submit the Sizing adequacy letter from OEM on the OEM's Letterhead Duly signed by the OEM's Authorized Signatory in the **ANNEXURE 21_Sizing Adequacy.**

9.3 SLA

Bank expects that the Bidder shall be bound by the Service Levels described in this document. Service Levels will include Availability measurements and Performance parameters. Bank requires the Bidder to provide reports for all availability and performance parameters a log of all issues that have been raised and Closed/ Pending Closure by the Bidder. The frequency of these reports would be Weekly, Monthly, Quarterly and Yearly. Apart from reports on each availability and performance measurement parameter mentioned below, the reporting should also include the following:

1. Utilization of CPU, RAM, Hard Disk, I/O (Peak and Average)
2. Percent of CPU utilized by the system and user activity.
3. CPU utilization broken down by user CPU and system CPU. Tabular report of CPU, Memory, NIC and I/O utilization (peak and average) by application, if possible.
4. Percent of physical memory utilized by system and user processes.
5. Problem Trends
6. Call Resolution Time

However, all Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting.

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

1. "Availability" means the time for which the services and facilities are available for conducting operations on the system including application and associated infrastructure.
2. Business Hours are from 8 AM to 6 PM on all Banks Working Days or till the completion of "EOD" activities whichever is later on all working days of the bank
3. All the infrastructure of Data Center, Disaster Recovery site, Offices/Branches will be supported on 24x7 basis.
4. The "Operation Hours" for a given time frame are calculated after deducting the planned downtime from "Operation Hours". The Operation Hours will be taken on 24x7 basis, for the purpose of meeting the Service Level requirements i.e. availability and performance measurements both.
5. "Downtime" is the actual duration for which the system was not able to service bank, due to System or Infrastructure failure as defined by bank and agreed by the Bidder.
6. "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA.
7. The scheduled maintenance time is planned downtime with the prior permission of Bank.
8. "Incident" refers to any event/ abnormalities in the functioning of any of IT Equipment / Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

10. List of attached ANNEXURES

A detailed set of annexure is provided to the bidder for formulation of responses for evaluation covering sections such as functional requirements, technical requirements, solution architecture requirements, proposed team fitment/ strength, training the Bank's personnel, etc. The list of such annexure is provided below.

Bid Formats attached to this document

- ANNEXURE 1_Bank Guarantee Proforma (EMD)
- ANNEXURE 2_Technical Bid Form
- ANNEXURE 3_Commercial Compliance Certificate
- ANNEXURE 4_Compliance Certificate
- ANNEXURE 5_Proposed Agency Profile
- ANNEXURE 6_Confirmation of Terms and Conditions
- ANNEXURE 7_Tender Offer Cover Letter
- ANNEXURE 8_Submission Check List
- ANNEXURE 9_Pre Bid Query Format
- ANNEXURE 10_Confirmation of Eligibility
- ANNEXURE 11_Proposed Team Profile
- ANNEXURE 12_Integrity Pact
- ANNEXURE 13_NDA Format
- ANNEXURE 14_Authorized Signatories
- ANNEXURE 15_Performance Bank Guarantee Proforma
- ANNEXURE 16_Contract Form
- ANNEXURE 17_Power of Attorney
- ANNEXURE 18_Application Integrity Statement Form
- ANNEXURE 19_Sizing of Requirement
- ANNEXURE 20_Vulnerabilities
- ANNEXURE 21_Sizing Adequacy
- ANNEXURE 22_ Functional and Technical Specifications
- ANNEXURE 23_Commercial Bill of Material

ANNEXURE 1

Bank Guarantee for Payment of Earnest Money Deposit (EMD)
(ON A NON-JUDICIAL STAMP PAPER OF RS. 500)

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

To,
Bank of Maharashtra
Information Technology Department
Head Office, "Lokmangal"
1501, Shivaji Nagar, Pune
Maharashtra – 411 005

WHEREAS_____(hereinafter called "the Bidder") has submitted its bid dated_____(date of submission of bid) for Selection of Vendor for Implementation of Internal Credit Rating System response to Bank of Maharashtra's Request for Proposal (RFP) No. **292018 dated 16.03.2019** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE_____(name of bank) having our registered office at_____(address of bank) (hereinafter called "the Bank") are bound unto Bank of Maharashtra (hereinafter called "the Beneficiary") in the sum of Rs.____/ (Rupees_____only) for which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said Bank this_____day of_____20__   .

THE CONDITIONS of this obligation are:
1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Beneficiary and the bidder during the period of bid validity :
    a) fails or refuses to execute the Contract Form if required; or
    b) fails or refuses to perform, in accordance with the Terms and Conditions of the RFP or Contract; or
    c) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the RFP or Contract;

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

conditions.

This guarantee will remain in force up to and including _____ days after the period of the bid validity i.e. up to_____(mention date of expiry which should be a minimum of bid validity = _____ days), and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein:

a) this guarantee shall be valid only up to__(Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and

b) the total liability of Bank under this guarantee shall be limited to Rs._(Rupees _only)

Place: SEAL   Code No.   SIGNATURE.

NOTE: BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG.

ANNEXURE 2

TECHNICAL PROPOSAL FORMAT

Particulars to be provided by the bidder in the technical proposal – RFP Reference no.
292018 dated 16.03.2019

SN	Particulars	Response from the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the Bank	
6	Telephone, Mobile and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of : Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Gross revenue of the bidder Year 2015–16 Year 2016-17 Year 2017-18 Documentary proofs are to be enclosed	
10	Net Profit (after all taxes etc.) of the bidder Year 2015–16 Year 2016-17 Year 2017-18 Documentary proofs are to be enclosed	
11	Net Worth of the bidder Year 2015–16 Year 2016-17 Year 2017-18 Documentary proofs are to be enclosed	
12	Details of the similar assignments executed by the bidder during the last two years (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished)	
13	Details of inputs, infrastructure requirements required by the bidder to execute this assignment.	
14	Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.	

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date fixed for bid opening.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date)
(Place)
(Name and address of the bidder)
(Company Seal)

ANNEXURE 3

COMMERCIAL COMPLIANCE CERTIFICATE

RFP No: 292018   Date:

To**,**
Bank of Maharashtra
Information Technology Department
Head Office,
"Lokmangal", 1501, Shivaji Nagar, Pune
Maharashtra – 411005

Dear Sir,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as vendors as mentioned in the RFP document & in conformity with the said bidding documents for the same.
I / We undertake that the prices are in conformity with the specifications prescribed.
I / We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted by the Bank, any time before the expiry of that period.
Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
I / We understand that you are not bound to accept the lowest or any bid you may receive.
I / We agree to the terms & conditions mentioned in the Tender document.

Terms & Conditions:

The fee quoted shall cover components and services on a fixed price basis inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The bank will not pay any out of pocket expense.

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date); (Place)
(Name and address of the bidder); (Company Seal)

Note: The Vendor will have to work as per the timing of the Bank.

ANNEXURE 4

COMPLIANCE CERTIFICATE

To**,**   Date:

Bank of Maharashtra
Information Technology Department
Head Office,
"Lokmangal", 1501, Shivaji Nagar, Pune
Maharashtra – 411 005

Dear Sir,

Ref: - RFP no. 292018 for Implementation of Internal Credit Rating System.

1. Having examined the RFP including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the services in conformance to the said RFP and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this RFP.
2. We confirm that this offer is valid for 180 days from the date fixed for opening of bids.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We and the proposed OEM solution provider are not blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ PSU/ PSE or banks in India.

Dated

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date)
(Place)
(Name and address of the bidder)
(Company Seal)

ANNEXURE 5

PROPOSED AGENCY PROFILE

SN	Particulars	Bidder Response
1	Names and designations of the persons authorized to make commitments to the Bank (including mobile number and email ID)	
2	No. of years of experience providing services covered within the RFP	

SN	Name of Bank where the vendor was associated for similar type of services	Duration of association with the Bank
1		
2		
3		
4		

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

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date)
(Place)
(Name and address of the bidder)
(Company Seal)

ANNEXURE 6

CONFIRMATION OF TERMS AND CONDITIONS

RFP No: 292018   Date:

To**,**
Bank of Maharashtra
Information Technology Department
Head Office,
"Lokmangal", 1501, Shivaji Nagar, Pune
Maharashtra – 411005

Dear Sir,

Sub: Request for Proposal for Implementation of Internal Credit Rating System

Further to our proposal dated _____, in response to the Request for Proposal for Implementation of Internal Credit Rating System (hereinafter referred to as "RFP") issued by Bank of Maharashtra we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date)
(Place)
(Name and address of the bidder)
(Company Seal)

ANNEXURE 7

TENDER OFFER COVER LETTER

RFP No: 292018   Date:

To**,**
Deputy General Manager
Bank of Maharashtra
Information Technology Department
Head Office,
"Lokmangal", 1501, Shivaji Nagar, Pune
Maharashtra – 411005

Dear Sir,

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide solution Implementation of Credit Risk Rating System as well as Related Services to Bank as mentioned in RFP document in conformity with the said tender documents, and in accordance with 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 keeping in view, any specific bidder.

If our tender offer is accepted, we shall 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 for 180 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

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

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive. Dated this _____day of _____, 20

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date); (Place)
(Name and address of the bidder); (Company Seal)

ANNEXURE 8

Submission Check List

Submission Checklist for Technical Bid

The bidder has to ensure that the following have been submitted as a part of the RFP submission process. Failure to provide any of the documents as detailed below could lead to the disqualification of the bidder from the bid.

Functional and Technical RFP

The following files need to be completed

Functional Specification Document	Submitted (Bidder)
ANNEXURE 22_ Functional and Technical Specifications	☐

Formats

The following Letters and Formats need to be submitted

Letter / Format	Submitted (Bidder)
ANNEXURE 1_Bank Guarantee Proforma	☐
ANNEXURE 2_Technical Bid Form	☐
ANNEXURE 3_Commercial Compliance Certificate	☐
ANNEXURE 4_Compliance Certificate	☐
ANNEXURE 5_Proposed Agency Profile	☐
ANNEXURE 6_Confirmation of Terms and Conditions	☐
ANNEXURE 7_Tender Offer Cover Letter	☐
ANNEXURE 8_Submission Check List	☐
ANNEXURE 10_Confirmation of Eligibility	☐
ANNEXURE 11_Proposed Team Profile	☐
ANNEXURE 12_Integrity Pact **Should be Placed in an Eligibility Envelope**	☐
ANNEXURE 14_Authorized Signatories	☐
ANNEXURE 17_Power of Attorney	☐
ANNEXURE 18_Application Integrity Statement Form	☐
ANNEXURE 19_Sizing of Requirement from Existing vendor	☐
ANNEXURE 20_Vulnerabilities	☐
ANNEXURE 21_Sizing Adequacy	☐

Submission Checklist for Commercial Bid Documents

The following documents need to be provided by the Bidder for the Commercial Bid in a separately sealed cover.

Commercial Bid Documents	Submitted (Bidder)
ANNEXURE 23_Commercial Bill of Material	☐
Bank Guarantee in Lieu of EMD (Please note that EMD should be submitted in a separate envelope and should not be placed inside the commercial bid envelope.)	☐

Any Other Document required to evaluate the Technical/ Commercial bids.	**Submitted (Bidder)** ☐

ANNEXURE 9

Pre Bid Query Format

Bidder's request for Clarification - to be submitted before the last date mentioned in the RFP for submitting the pre-bid queries

If, bidder, desiring to respond to, RFP for Implementation of Internal Credit Rating System, require any clarifications on the points mentioned in the RFP may communicate with Bank of Maharashtra using the following format.

All questions received before deadline specified in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, the Bank may at its discretion, answer all such queries in the Pre-bid meeting.

Implementation of Internal Credit Rating System - RFP
Bidder's Request for Clarification
To be mailed, delivered, emailed to: Deputy General Manager, Bank of Maharashtra Information Technology Department, Head Office, "Lokmangal",1501, Shivaji Nagar, Pune Maharashtra – 411 005 Email - nishant.rai@mahabank.co.in; cmsoftware@mahabank.co.in   cmcreditrisk@mahabank.co.in; cmoprisk@mahabank.co.in
Name of Organization submitting request
Name & position of person submitting request
Full formal address of the organization including phone, fax and email points of contact

Pre Bid Query Format

Query Reference No	RFP Section (point number)	RFP Page Number	RFP Excerpt	Query Description/Clarification sought

Name and signature of authorized person issuing this request for clarification
Signature/Date
Official designation

1   In case of multiple queries, the contact details need not be repeated and only the details in the pre-bid query format (table provided above) are to be furnished for the subsequent queries.
2   The queries should be submitted in a spreadsheet using the same column headings specified in the table above, preferably in MS Excel file format.
3   Please indicate the preferred method and address for reply.
4   Please use email or softcopy as a preference but also forward hard copy confirmations.

ANNEXURE 10

CONFIRMATION OF ELIGIBILITY

RFP Reference no. **292018 dated 16.03.2019**

SN	Eligibility Criteria	Proofs to be enclosed	Compliance (Y/N)
1.	The Bidder submitting the offers should be a Government Organization/ PSU/ Private/ Public Limited under Indian laws and shall be in existence for the last five years as on 31.12.2018.	Certificate of Incorporation.	
2.	The Bidder must have an average turnover of minimum Rs. 5.00 Crore during each of the last 3 financial years (2017-18, 2016-17, 2015-16).	Copy of CA certified Audited Balance sheet for each of the financial years. In case audited balance sheet is not available for FY 2017-18, provisional balance sheet and certificate duly certified by CA, should be submitted.	
3.	The Bidder should be a profitable company or should have positive net worth in at least two of the last three financial years (2017-18, 2016-2017, 2015-16).	CA certified copy of audited balance sheet containing Profit and Loss statement for each Financial years should be submitted	
4.	The bidder should have minimum 3 years of relevant experience in field of implementation of Credit Risk Rating System.	Relevant PO/satisfactory letter in support should be attached. Minimum one year satisfactory service certificates from clients should be attached.	
5.	The Bidder should own the intellectual property rights of the product / solution or should have rights from the owner for deployment/ resale/ customization of software with the product Bidder or any other third party, whose software products are offered.	Intellectual property rights certificate OR Self-Declaration from the Bidder and an authorization letter from manufacturer to this effect should be furnished giving mandate to participate in this RFP.	

SN	Eligibility Criteria	Proofs to be enclosed	Compliance (Y/N)
6.	The bidder should not have been blacklisted by any government organization / banks, Self-declaration to that effect should be submitted along with the technical bid.	An undertaking to this effect must be submitted on bidder's letterhead	
7.	The Bidder should have implemented/have under implementation Internal Credit Risk Rating System in atleast one scheduled commercial Bank in India. (Excluding Co-operative Banks and Regional Rural Banks)	Copies of the credential letter from the Bank(s)/ Contract Document/PO.	
8.	The bidder should comply with the "Adoption of pre contract Integrity Pact" Clause as per ANNEXURE_12.	ANNEXURE_12.	

Note:

- Photocopies of all relevant documents / certificates, duly attested by the company, should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The Bank reserves the right to verify /evaluate the claims made by The Bidder independently. Any decision of The Bank in this regard shall be final, conclusive and binding upon the Bidder.
- Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same solution.
- In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
- In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- If an agent submits a bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.

Name & Signature of authorized signatory

ANNEXURE 11

Proposed Team Profile

A. Bidder Implementation Capability for the Proposed Solution:

Requirement	Response
Current strength of employees in the vendor organization with experience on the proposed product(s)	
Current strength of employees in the vendor organization with experience in similar projects	
Does the team possess in-depth knowledge of the industry and is thereby capable of bringing independent market knowledge to the bank?	
Certifications possessed by the Bidder in connection with the quality of internal processes and services delivered/ methodology used in delivery	
Approach to ensure adequate quality control throughout the course of the project	

B. Team Profile

SN	Name of Proposed Project Manager/ Team leaders /Proposed Team members	Position proposed for (Project Director/Team Leader/Team Member)	Professional qualifications and Certifications/ Accreditations	Total years of experience	Number of years of experience in similar projects (please provide details about the projects undertaken including project scope, client names, team member's role and responsibilities on the project etc)

Please enclose Documentary proofs to substantiate the claims made.

C. Team Profile (Support)

SN	Name of Proposed Project Manager/ Team leaders /Proposed Team members	Position proposed for (Project Director/Team Leader/Team Member) (Full Time/Part Time)	Professional qualifications and Certifications/ Accreditations	Total years of experience	Number of years of experience in similar projects (please provide details about the projects undertaken including project scope, client names, team member's role and responsibilities on the project etc)

Please enclose Documentary proofs to substantiate the claims made.

Note:

- Include details of team members who will be involved in the project.
- Include details of team member who will be deployed during sustenance phase (Support Team) specifying Full Time/Part Time
- Relevant experience refers to the experience of the employee on either exactly the same product / set of products being proposed or on similar projects.
- **Proposed team structure** with count, profile and skills to be provider by bidder along with proposed solutions profile, skills etc. to be provided in RFP response

Place:
Date: Seal and signature of the bidder

PRE CONTRACT INTEGRITY PACT
(ON A NON-JUDICIAL STAMP PAPER OF RS. 500)

Between
Bank of Maharashtra hereinafter referred to as "The Principal",
and
.... hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 — Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

    a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

    b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

    c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 — Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders info any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the RFP.

Section 4 — Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti—corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 — Equal treatment of all Bidders / Contractors / Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 — Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He/ she reports to the Designated Authority, Bank of Maharashtra.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Designated Authority, Bank of Maharashtra and recuse himself / herself from that case.

5. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Designated Authority, Bank of Maharashtra within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the Designated Authority, Bank Of Maharashtra, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Designated Authority, Bank Of Maharashtra has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9 — Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Designated Authority, Bank Of Maharashtra.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Principal, i.e. Pune.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

_____   _____
(For & On behalf of the Principal)   (For & On behalf of Bidder/ Contractor)

(Office Seal)   (Office Seal)

Place: _____
Date: _____

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

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

ANNEXURE 13

Non-Disclosure Agreement Format
(ON A NON-JUDICIAL STAMP PAPER OF RS. 500)

This Non-Disclosure Agreement made and entered into at…………………. This …………………..day of…………..20

BY AND BETWEEN

………………………………… Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at …………. (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Bank of Maharashtra, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its Head Office at "Lokmangal", 1501, Shivaji Nagar, Pune - 411005 (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and Bank of Maharashtra are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. Bank of Maharashtra is engaged in the business of providing financial services to its customers and intends to engage Vendor for Implementation of Internal Credit Rating System

2. In the course of such assignment, it is anticipated that Bank of Maharashtra or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Implementation assignment (hereinafter referred to as " the Purpose").

3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Bank of Maharashtra. The Vendor undertakes to safeguard and protect such confidential information as may be received from Bank of Maharashtra.

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

1. Confidential Information:

(i) "Confidential Information" means all information disclosed/furnished by Bank of Maharashtra to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Bank of Maharashtra,

(c) was rightfully obtained by the Vendor from a source other than Bank of Maharashtra without any obligation of confidentiality,

(d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify Bank of Maharashtra of such order and afford Bank of Maharashtra the opportunity to seek appropriate protective order relating to such disclosure.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) 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. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, 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 of Maharashtra 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 Agreement 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 Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify Bank of Maharashtra immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

a) Information regarding Bank of Maharashtra and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
b) any aspect of Bank of Maharashtra's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
c) business processes and procedures; or
d) current and future business plans; or
e) personnel information; or
f) Financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Bank of Maharashtra.

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Bank of Maharashtra, whichever is earlier. The Vendor hereby agrees and undertakes to Bank of Maharashtra that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Bank of Maharashtra, all information received by it from Bank of Maharashtra for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Bank of Maharashtra to certify in writing upon request of Bank of Maharashtra that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Bank of Maharashtra to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Bank of Maharashtra.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Bank of Maharashtra if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Bank of Maharashtra may suffer immediate irreparable loss for which monetary compensation may not be adequate. Bank of Maharashtra shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the
Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Bank of Maharashtra shall include Bank of Maharashtra's costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

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

9. Indemnity: The Vendor shall defend, indemnify and hold harmless Bank of Maharashtra, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

10. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall the Bank of Maharashtra be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Bank of Maharashtra constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Bank of Maharashtra discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

11. Waiver: A waiver (whether express or implied) by Bank of Maharashtra of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Bank of Maharashtra from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

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)

ANNEXURE 14

Authorization Letter Format
(On bidder's letter head)

Place:
Date:

To
The Deputy General Manager,
Bank of Maharashtra
Information Technology Department
Head Office,
"Lokmangal", 1501, Shivaji Nagar, Pune,
Maharashtra - 411 005

Dear Sir,

SUB: Authorization Letter for attending the Pre-bid meeting and Bid Opening.

REF: RFP NO: 292018

This has reference to our above RFP for providing Implementation of Internal Credit Risk Rating System.   Mr. / Ms._____ is hereby authorized to attend the Pre-bid meeting & Bid opening of the subject RFP _____on _____ on behalf of our organization.

The specimen signature is attested below:

_____ Specimen Signature of Mr./Ms.

_____ _____
Signature of Authorizing Authority Signature of Attesting Authority

_____
Name and designation of Authorizing Authority

ANNEXURE 15

PERFORMANCE BANK GUARANTEE
(ON A NON-JUDICIAL STAMP PAPER OF RS. 500)

Bank Guarantee No.
Bank Guarantee Amount
Expiry Date
Claim Period
Account

GUARANTEE FOR PERFORMANCE OF CONTRACT/AGREEMENT

THIS GUARANTEE AGREEMENT executed at _____ day of_____ Two Thousand Eighteen
BY :
_____ Bank, a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at_____
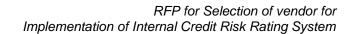(Hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:
(1)   Bank of Maharashtra, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its Registered Office at Head Office, "Lokmangal" 1501, Shivaji Nagar, Pune, Maharashtra - 411005 (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS Bank had called for the bids for engagement of Vendor for Implementation of Internal Credit Risk Rating System and for the purposes M/s……………………… have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract / Agreement on ……….. (Agreement) with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

AND WHEREAS pursuant to the Bid Documents, the Agreement, and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s…………………… and M/s……………………………. has agreed to provide to the Bank, the Services / Systems / Internal Credit Risk Rating System, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as "the Services"), subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Vendor has duly signed the said documents.

AND WHEREAS in terms of the said documents, inter alia, the Vendor is required to procure an unconditional and irrevocable performance Bank guarantee, in favour of the Bank, from a Bank acceptable to the Bank for a sum of Rs…………………
(Rupees………………………………………………….. Only) being 10% of the total contract value for the faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Agreement /the said documents.

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to issue the Guarantee in favour of the Bank for a sum of Rs. …………
(Rupees……………………………………………..Only) being the 10% of the total Contract value

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Bank that the Vendor shall faithfully observed and performed of the terms of the said documents

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:
In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

(2) The guarantor hereby agree and guarantee that the Vendor shall faithfully observed and performed all the terms and conditions stipulated in the Contract/Agreement and the said documents.

(3) The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Vendor, to the Bank at its office at Bangalore forthwith, and all monies payable by the Vendor to the extent of Rs……………………………………… against any loss, costs, damages, etc. suffered by the Bank on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement / said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

(4) The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing. (4) The Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Agreement / said documents for providing the Services by the Vendor to the Bank, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to

establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

(5) To give effect to this guarantee, the Guarantor will be deemed to be the Principal Debtor to the Bank.

(6) The liability of the Guarantor, under this Guarantee shall not be affected by

(a) any change in the constitution or winding up of the Vendor or any absorption, merger or

(b) amalgamation of the Vendor with any other company, corporation or concern; or

(c) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or

(d) acquisition or rationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or

(e) any change in the constitution of Bank / Vendor; or

(f) any change in the set up of the Guarantor which may be by way of change in the constitution,

(g) winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

(7) This guarantee will remain in force up to 66 months from the date of signing the contract.

(8) Notwithstanding anything contained in this Guarantee, the Guarantor hereby agrees and undertakes to extend the validity period of this guarantee for a further period as may be requested by the Bank, from time to time.

(9) This guarantee shall be binding upon us and successors -in -interest and shall be irrevocable.

(10) For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of New Delhi where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

(11) Notwithstanding anything contained herein above

I. Our liability under this Bank Guarantee shall not exceed Rs ……………. (Rupees ……………………….. only)

II. This Bank Guarantee shall be valid up to……………

III. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve on us a written claim or demand on or before ………………… (mention validity period + claim period)

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND
DELIVERED BY the
within named Guarantor,
_____,
by the hand of Shri._____, its authorised official.

ANNEXURE 16

CONTRACT FORM

(ON A NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT NUMBER:

THIS AGREEMENT made the _____ day of _____, 20___ Between Bank of Maharashtra (hereinafter "the Bank") of one part and _____ (Name of Selected Vendor) of _____ (City and Country of Vendor) (hereinafter "the Vendor") of the other part:

WHEREAS the Bank is desirous that certain Supply of Systems, Implementation and Support services should be provided by the Vendor, viz. _____ _____ (Brief description Services) and has accepted a bid by the Vendor for supply of Systems, Implementation and Support services to meet its requirement from time to time.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
    (a) The RFP for appointment of Vendor for Implementation of Internal Credit Risk Rating System.
    (b) The Bid form and price (i.e. Supply of systems, Implementation and Support fee) submitted by the bidder and subsequent amendments made into it as accepted by the bank.
    (c) the schedule of requirements (i.e. Internal Credit Risk Rating System Implementation services)
    (d) The Bank's Notification for appointment of Vendor for implementing Internal Credit Risk Rating System in the bank. (e) Letter of offer

3. In consideration of the payments to be made by the Bank to the Vendor in terms of Letter of offer for having Supply of Systems, Implementation and Support services placed by Head Office of the Bank, the Vendor hereby covenants with the Bank to provide the Supply of systems, Implementation and Support services and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. The Bank hereby covenants to pay the Vendor in consideration of the provision of the Supply of systems, Implementation and Support services and the remedying of defects therein, the Letter of offer Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The details of the Implementation services which the Vendor shall be required to provide to the Bank from time to time in terms of Letter of offer for having Supply of Systems, Implementation and Support services that will be placed by Head Office of the Bank are as under:

< Details as per scope of work defined in the RFP >

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

Signed, sealed and Delivered by the

Said _____ (For the Vendor) in presence of

_____

Signed, sealed and Delivered by the

Said _____ (For the Bank) in presence of
_____

ANNEXURE 17

POWER OF ATTORNEY
(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for offering Implementation of Internal Credit Risk Rating System in response to the Request for Proposal (RFP) issued by Bank of Maharashtra, including signing and submission of all documents and providing information/responses to Bank of Maharashtra in all matters in connection with our bid / offer.

We hereby agree and undertake to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20

For

(Signature)
(Name, Designation and Address)

Accepted
(Signature)
(Name, Title and Address of the Attorney)
(Phone Number- Landline & Mobile)
(Email Id)

Date:

Note:
1. To be executed by all the authorized signatories.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

APPLICATION INTEGRITY STATEMENT FORM
(On OEMs Letter Head)

RFP Reference No: 292018   Date:

To,
Bank of Maharashtra
Information Technology Department
Head Office, "Lokmangal"
1501, Shivaji Nagar, Pune,
Maharashtra - 411005

Ref: - RFP for Implementation of Internal Credit Risk Rating System

Dear Sir,

We assure the applications being implemented as part of Scope of Work of the RFP are free of any obvious bugs, malware 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).

Yours faithfully,

(Signature)
(Name of Authorized Signatory)
(Designation)
(Name and address of the bidder)
(Company Seal)

ANNEXURE 19

SIZING OF THE REQUIRED INFRASTRUCTURE SUPPORT

SN	Items	Configuration/ requirement
1	Application Server; Database Server; Web Server; (DC, DR and UAT) as per following: • Number of Units • Processor • Memory • Hard Disk • Operating System • Softwares/ Applications • Any other Requirement	
2	Replication Bandwidth	
3	Bandwidth MPLS to DC	
4	Bandwidth MPLS to DR	
5	Bandwidth - Branches/ Zones/ Offices	
6	Any other Requirement	

(Signature)
(Name of Authorized Signatory)
(Designation); (Date); (Place)
(Name and address of the bidder)
(Company Seal)

Note:

The hardware sizing proposed must include:
1.   Application server(s) – production environment (at DC and DR)
2.   Database server(s) – production environment (at both DC and DR)
3.   Web server(s) – production environment (at both DC and DR)
4.   Application Server(s) for development and testing (UAT, etc.) environment (only at DC)
5.   Other components required for hosting the hardware (at both DC and DR)
6.   Any other hardware component required as part of the solution

The bidder shall propose hardware (only from the sizing perspective) such that at any point in time during the contract period, the average CPU utilization should not exceed 70% at the primary data center at any point of time, during 8 AM to 8 PM (during the peak hours).

ANNEXURE 20

UNDERTAKING FOR VULNERABILITIES

RFP No: 292018   Date:

To,
Bank of Maharashtra
Information Technology Department
Head Office, "Lokmangal"
1501, Shivaji Nagar, Pune,
Maharashtra – 411 005

Dear Sir,

We undertake that we will handle and resolve all vulnerabilities related to applications, its associated software and hardware provided by us as a part of the RFP.

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date)
(Place)
(Name and address of the bidder)
(Company Seal)

ANNEXURE 21

SIZING ADEQUACY LETTER FORMAT

Note: This Sizing Adequacy Letter should be printed on the letterhead of original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

RFP Reference No. 292018

To
The Deputy General Manager,
Bank of Maharashtra
Information Technology Department
Head Office, "Lokmangal"
1501, Shivaji Nagar, Pune – 411 005

Dear Sir,

Sub: Implementation of Internal Credit Risk Rating System

We who are established and reputable manufacturers/ producers of _____ having factories/ development facilities at (address of factory/ facility) have recommended the sizing submitted by the Bidder.

We confirm that the sizing recommended is adequate and will meet the requirements of the Bank as stated in the RFP.

Place:
Date:

Name of Authorized Signatory:
Designation:
Phone Number (Landline & Mobile):
Email Id:

Seal and signature of the OEM

Functional Requirements

SN	Functional Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
1	The System should have the capability to compute Obligor rating and Facility rating separately on a 10 point rating scale and also Composite rating for loan proposal with multiple facilities.		
2	The System should have the capability to capture all relevant data/ information/characteristics required to arrive at the Obligor/ Facility/ Composite rating.		
3	The System should capture any additional information required to arrive at various values like Loss Given default (LGD), Probability of default (PD), Risk Adjusted Return on Capital (RAROC), Migration matrix, internal external rating mapping and any other value as specified in RFP.		
4	The System should have the capability to score the quantitative risk parameters automatically.		
5	The System should provide the definitions/ descriptions for each parameters (quantitative or qualitative) along with scoring norms.		
6	The System should be capable of hosting multiple credit rating models such as Large Corporates, SMEs, MSME, NBFCs, Bank, Real Estate, Infrastructure, Greenfield Projects, Agriculture Loans and Retails - Housing, Vehicle, Education, Other Retail, as well as have the ability to host additional models as and when required by the Bank.		
7	The System should provide the credit rating models with adequate granularity in the borrower risk grading in line with Basel II & Basel III guidelines. The solution should be able to define separate score-ranges and cut-off scores for every model hosted in the system. The solution should provide for the rating grade definitions.		
8	The System should have a Maker - Checker concept built-in and levels shall be customizable as per Bank requirement.		
9	The System should be flexible to incorporate the Bank's assessment workflow, roles and Bank's internal Policy stipulations.		
10	The System should allow review / modification of the		

SN	Functional Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
	rating scores by various levels / Departments of the Bank such as Branch, Zonal Office, Head Office, Integrated Risk Management Department etc.		
11	The System should have an audit trail of the changes / modification made at various levels of rating workflow and should be able to capture the comments entered by each level / department.		
12	The System should have an audit log of the changes / modification made to master data.		
13	The System should be able to classify/categorize the borrowers as per the Basel II and Basel III norms/ RBI Guidelines on New Capital Adequacy framework/ RBI Internal Rating Based (IRB) approaches guidelines.		
14	The System should provide screens to capture basic borrower details like addresses, product profile, external ratings, key personnel, banking arrangements etc.		
15	The System should have the capability to fetch Data/ information such as borrower information, security details, facility details, etc directly from Core Banking Solution for existing borrowers. There should be mechanism to fetch this information from CBS as and when it is added.		
16	The System should provide the flexibility to the user to either upload the financial data (Balance Sheet, P&L, Cash Flow statement, etc) in a pre-defined excel template or input the financial data on the screen directly.		
17	The System should allow multi-currency upload of financial data but the calculations should take place in the home currency (i.e. INR)		
18	The System should provide flexibility to the user to upload financial data in any denomination (Actuals, Thousands, Lakhs, Millions etc.)		
19	The System should be able to carry out assessment of diversified companies (a company with operations in multiple industries).		
20	The System should support ratings of standalone companies (without any project risk), brownfield projects and greenfield projects.		
21	The System should allow the rating officers to enter their own justification comments on rating		

SN	Functional Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
	parameters/ rating score. The comments should be displayed in the rating reports.		
22	The System should allow the rating officers to provide a user defined rating from the user interface with logical comments if they observe some issues with derived rating. These should then be displayed on the rating reports. Initial as well as revised ratings shall be stored and displayed in reports.		
23	The System should provide peer comparison of scores of the companies rated within the system.		
24	The System should allow the rating approver to override the system generated rating on a case-to-case basis. The System should provide adequate comment boxes to capture the reasons for the same. Initial as well as revised ratings shall be stored and displayed in reports.		
25	The System should be able to capture all types of securities/collaterals and should have the capability to reclassify/categorize Bank's collaterals into Basel collateral Types as per Basel II / Basel III RBI guidelines and RBI Internal Rating Based (IRB) approaches guidelines.		
26	The System should distinguish between senior and subordinated claims for allocating required LGD to unsecured portion of the facility.		
27	The System should allow selection of multiple facilities and securities and other lenders.		
28	The System should be able to auto apportion the security amount across facilities and lenders.		
29	The System should take into consideration the various charges that the Bank can have on a security like exclusive charge, first charge, first and pari passu, second charge, etc.		
30	The System should be capable to allow the Bank to modify the risk parameters, risk weights, grades, any other model related aspects of the models hosted in the system without reverting to the vendor for customization.		
31	The System should have features for review of ratings (or re-rating), if required. The system should capture the incremental data required for review rating; store the rating data and the rating review		

SN	Functional Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
	comments / re-rating results.		
32	The User manual should be available online in the system and should be updated on yearly basis or in case of change in regulatory guidelines in between.		
33	The Systems should have different rating models for Entry Level (New) Borrowers and for Existing Borrowers		
34	The system should have the capability to automatically associate the borrower and facility rating model to a new/ renewal loan proposal. Wrong model selection shall be prompted by the System.		
35	System should have ability to track and store account-wise /customer-wise previous credit ratings/ scores, PD and LGD.		
36	The System should have capability of interfacing with various Bank systems such as Core Banking System (CBS), Loan Origination System (LOS), Loan Lifecycle Management System (LLMS), Early Warning System (EWS), Credit Information & Monitoring System (CIMS), Asset Performance Review (APR), Credit Risk Rating (CRR) and any other system stipulated in RFP.		
37	The System should allow data upload using standard input templates such as spreadsheets, flat files etc.		
38	It should provide a continuous rating of facilities based on customer's credit profile after the first rating phase (behavioral scoring process) i.e. the system should be capable of pulling data for the relevant parameters from the bank's database and update the borrower's score.		
39	The System should be web based and to be rolled out for use by the Branches/ Zonal offices/ Head office.		
40	The System should allow unlimited number of users/unlimited licenses		
41	The System should have a flexible user interface enabling a user to perform all model maintenance activities without any programming requirement. The granularity in the solution should be adequate and in line with the Basel II/Basel-III/ IRB guidelines of RBI		
42	The System should have the capability to enable the users to define a rating workflow from the user		

SN	Functional Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
	interface. The system should have the capability to modify the workflow at any point in time in future from the user interface.		
43	The System should be able to support model validation techniques, including statistical tools, for the non-retail rating models as per the requirements of working paper 14 of Basel Committee on Banking Supervision (May 2005) or any modification thereof and generate reports for the same for management oversight and effective portfolio management. The system should have the tools to validate credit rating models on continuous basis. Validation process should enable the Bank to assess the performance of internal rating and risk estimation methods consistently and meaningfully. The validation process should help the Bank to meet regulatory requirements of Regulator.		
44	The System should have capability to generate reports pertaining to any kind of model development and/or validation of rating models (as per the requirements of working paper 14 of Basel Committee on Banking Supervision and the qualitative assessment as mentioned in the Regulator IRB guidelines or any modification thereof) and should have statistical tools to create expert judgment, statistical and hybrid type of rating models/ score cards/Retail Pools.		
45	The System should be able to validate the retail score card/retail pooling models as per the requirements of working paper 14 of Basel Committee on Banking Supervision (May 2005) or any modification thereof and generate reports for the same for management oversight and effective portfolio management. The system should be able to compute and validate PD, EAD and LGD for each pool. The system should provide methodology and tools to validate retail pooling/score card models on continuous basis. Validation process should enable the Bank to assess the performance of retail pools, risk estimates and risk estimation methods consistently and meaningfully. The validation process should help the Bank to meet regulatory		

SN	Functional Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
	requirements of Regulator. The vendor should help bank to get it validated through independent third parties.		
46	The System should have the capability to map internal credit ratings with external Ratings		
47	The System should allow computation of PD according to pre-defined rules set up during configuration.		
48	The System should be able to compute and validate PD, LGD, EAD, CCF for the relevant asset classes from an IND AS 109 perspective and also from the IRB Approach		
49	The System should be able to compute RAROC for all facilities and Borrower.		
50	The System should have the ability to capture retail exposures at an account level, assign each exposure to a particular retail pool based on well-defined risk drivers such as borrower type, demographics, products, collateral, delinquencies etc. (not limited to these dimensions) to estimate Pool PD, LGD and EAD from an IND AS 109 perspective. The system should form Homogenous pools of retail exposures formed in consultation with the Bank in compliance with IRB guidelines. The system should have capability to integrate subsequent changes in Pooling criteria. The system should have a capability to generate reports and demonstrate that retail pooling models and methodology are compliant with the minimum requirement of IND AS 109/ IRB Approaches as per RBI guidelines.		
51	The System should be capable of computing multiple PDs, Through-the-cycle PD and Point-in-time PD – 12M and Lifetime. The system should be capable to convert a PIT PD to TTC PD and vice versa.		
52	The System should provide statistical tools such as, HHI Index, Gini co-efficient, Cumulative Accuracy profile, Receiver Operating Characteristic (ROC), etc.		
53	The System should be able to store data for all years across all asset classes, which in turn can be used for modelling purposes.		
54	The System should be able to apply macro-		

SN	Functional Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
	economic overlay on the risk components for the computation of the forward looking		
55	The System should be able to capture all the Bank Customer Types and Bank Product Types.		
56	The system should have the facility to pick up the required model based on the turnover/exposure or the criteria as defined by the Bank		
57	Credit rating agency will migrate the Bank's internal CRR data from FY 2011-12 till 2018-19 (or till implementation of proposed Rating System) to new CRR system by converting the Bank's rating data to compatible formats. Vendor will also ascertain PD on basis of above said last 8-year credit ratings of old accounts.		
58	The system should be able to capture and receive the required data (Data entry, File uploads, direct transfers, batch processes, etc.) from various source systems like Core Banking Solutions, Internal Rating models in various formats (viz. .txt, .XBRL, .CSV, .XML, excel, PDF etc.) and capital calculations (for all asset classes) as per RBI Guidelines for Basel III and IND AS 109 Guidelines under Standardized Approach. FIRB, AIRB and all other asset class specific approaches of Basel-II/ RBI.		
59	The solution should support collection of LGD data components and estimation of facility wise Loss Given Default (LGD) –both economic LGD and accounting LGD- across all exposure types (On and Off Balance sheet exposures), both for defaulted/ restructured accounts. The system should be capable of computing LGD using market based LGD, implied LGD and work-out method as per the nature, applicability and data availability of credit risk exposures. Further, the system should be able to drill down the LGD estimation into industry wise, vertical wise, product wise, workout method wise, year wise/quarter wise/Other frequencies/, collateral-wise and offer additional drilldown options and reports.		
	The System should be capable of generating various reports like but not limited to:		
60	The System should provide a customized report builder to allow the Bank to prepare customized MIS		

SN	Functional Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
	from the entire data dictionary.		
61	The System should have the capability to generate historical reports/ monitoring reports.		
62	The System should allow the Reports to be exported in PDF and stored in the client machines. The System should also allow specific reports (data intensive and in tabular format) to be exported in MS Excel/ MS Word.		
63	Rating reports - Company, Industry, Facility, Product type, Loan amount		
64	Portfolio level MIS reports with different dimensions like – Rating-wise, Industry-wise, Location-wise, User-wise, Basel Asset Class-wise, Combined Rating wise, Facility Rating wise etc.		
65	Financials Reports - Company Financials, Ratios, Project Financials		
66	Comparison Reports - Company and Industry		
67	Rating Transition Report – Company-wise		
68	Accounts not reviewed during the last year		
69	Overrides Report		
70	Any other reports/ MIS as per Bank requirement		
	Total		

Score out of: 700

Normalized: 50

Technical Requirements

SN	Technical Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
	System Architecture		
1	The System should be in web based technology in a three tier architecture		
2	The System should provide for capture and utilization of static/dynamic data associated with counterparties, products, accounts, etc, from the existing applications in the Bank such as Core Banking Software etc.		
3	System should be able to Extract, Transform and Load data from the source Systems		
4	The System architecture will be modular; separate modules of the System should run independently		
5	The architecture to support updation between the application & database		
6	Integrity of the data should be maintained between the application & database.		
7	The architecture should have the ability to increase the number of concurrent instances to keep the server parameters below threshold utilization (CPU, Memory, Hard-disk, etc.) mentioned in the RFP		
8	Database Connectivity support should at a minimum be Open Database Connectivity (ODBC), Java Database Connectivity (JDBC), etc.		
9	The System should provide interface to standard firewalls (application proxy, stateful inspection or mix of both)		
10	The database to support clustering and standalone architecture		
11	Ability of the database to support central storage of data with multiple instances of the database		
12	The Database architecture should have the ability to increase the number of concurrent instances to keep the database server parameters below threshold utilization (CPU, Memory, Hard-disk, etc.) mentioned in the RFP		
13	Ability to support replication (Among DC and DR)		
14	Ability to implement SAN's for data storage in the architecture		
15	The architecture shall be platform independent should support Windows, Solaris, Linux or AIX with option of running on multiple app/web servers like Tomcat, JBoss, WebLogic, Websphere etc		

SN	Technical Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
16	RDBMS: Solution should support ORACLE 11g/12c and their upgrades.		
	User Interface/ Error Logs		
17	The System should provide a consistent and easy to use Graphical User Interface (GUI)		
18	The System should be capable of interfacing with mail clients (Lotus Note server/MS Outlook /MS Exchange etc.) to generate notifications and auto-mailers.		
19	The System should provide the facility to upload/download data to/from peripheral Systems to be provided as and when required.		
20	Report Creation utility should be provided for the user to generate new reports		
21	The System should provide user-friendly design, short-cuts, smart tags and other productivity features		
22	The System should provide tools for validation of data inputs that are captured from the existing applications of the bank		
23	The System should provide for validation of data inputs that are subject to re-entry or manual intervention		
24	System should provide users with the option to print, i.e. print to files of various formats, print to printer, print screen, etc.		
25	The System should have a flat file import and export functionality to import and export transaction data and/or static data in any of the following formats but not limited to:- Microsoft Excel Format (.XLS); Comma separated values (.CSV)		
26	The System should provide error messaging to assist correction and re-entry of data		
27	The System should generate intelligent error messages based on pre-defined parameters		
28	System should have standard menu structure		
29	On-line help for important features of the System should be available. Provision of simple and interactive dialogues to obtain the desired information e.g. help facility. Help facility should explain probable causes of errors and possible solutions. Availability of documentation i.e. User Manuals, System management manuals, technical manual, training manuals		

SN	Technical Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
30	Application must handle and generate proper and meaningful error message and logs		
31	User-friendly error messages to be provided.		
32	The error logs should be descriptive enough to allow traceability of the data/function error to the most granular level.		
	Scalability & High Availability		
33	Without the necessity of re-writing code or undertaking other major efforts, the System should be easily upgradable to: -Increased Workload -Better Performance -Additional Users -Improved Network Capability		
34	Scalability must be available in the form of horizontal as well as vertical scalability.		
35	Application should support 24*7 Availability		
36	Solution should support application and database server clustering.		
	Integration/ Interfacing		
37	Integration with other Systems should be facilitated by the following modes but not limited to: Batch Processing; Online Processing; Real time Processing		
38	The System should be able to interface with the Core Banking System as well as other Systems considered important by the bank, in a secure manner		
39	All modules in the System are fully integrated.		
40	The application should have the ability to support Microsoft Internet Explorer, Mozilla Firefox, and other such browsers (all latest versions)		
41	The System should have an import and export functionality to import and export transaction data and static data		
42	The architecture shall provide support for Web-Services and messaging based interfacing		
43	The architecture should support secure data exchange/transmission (ex. Cryptography)		
44	The System should be able to interface with the Bank's existing Systems		
45	The System should allow for extraction of all data.		
46	Integration/Interfacing should be facilitated across platforms		

SN	Technical Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
47	The System should interface with mail servers to generate notifications and auto-mailers		
	Security Management		
48	The System should provide for user profiles to be controlled by a specific administrator. System should provide for creation, deletion and modification of users, upgrades of users and data access rights. The System should be capable of mapping the users login credentials as per Bank's internal User master and shall provide access through ULC (Bank's internal intranet System).		
49	The System access should be permitted only through password verification with all user IDs being unique.		
50	The System should have the ability to provide or restrict access privileges based upon hierarchy and multiple criteria		
51	Standard password management features should be configurable as per Bank's policies e.g. Automatic user disabling after three successive erroneous tries		
52	Standard password management features should be configurable as per Bank's policies e.g. Automatic user time-out on inactivity for a predefined time duration		
53	User id and login should determine level of access to data e.g. read/view data, print data, write/modify data, delete data etc.		
54	There should be a maker-checker facility for key functions in the System		
55	System should allow data access to users only through screens		
56	The System should have the ability to store and track all System events, including corrections and cancellations by multiple criteria		
57	The System should have the ability to generate a detailed audit trail on a daily basis for the following minimum features but not limited to: Attempted unauthorized logins; Time of login and logout; Change of passwords; Change of parameters. The audit trail should be at the granular level, and track the user across each activity		
58	The architecture shall provide with password encryption mechanism that supports salt based encryption – Application level Password, DB Password for both		

SN	Technical Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
	storage and transmission		
59	The architecture shall support password encryption from client to server without requiring http(s)		
60	The architecture shall support two factor authentication, Single Sign On (SSO) and Lighweight Directory Access Protocol (LDAP) Authentication		
61	The architecture shall provide mechanism to allow single login session of any identified user		
62	User should be logged out when the session expires. The timeout period should be configurable by group/type of users.		
63	System should have Minimum Eight (Characters) length alphanumeric Password capability		
64	System should support Password Complexity		
65	System should support Password history to prevent reuse of password for the particular user		
66	System should provide Bank defined password expiry period		
67	System should have Password encryption during storage and transmission capability		
68	System should have ability for automatic user disabling after three successive erroneous tries		
69	The System should have the ability to force password changes every user defined period.		
	Hardware and Operating System		
70	Should be able to support different network protocols (TCP/IP,IPX,etc.)		
71	Support Implementation of patches/ upgrades on all software, firmware within the agreed timelines		
72	Adequate staging procedures and test environments for staging shall be provided		
73	Non production Environments should be as stated in the RFP		
	Data Archiving Back up & Recovery/ Support		
74	System should support archiving/ purging of data that are beyond a specified time horizon		
75	The System should allow for a day-end back-up process		

SN	Technical Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
76	The System should also have recovery features in case of System failures		
77	Back-up should be possible in external media for off-site storage		
78	Export of data to secondary storage device should be supported by the System without down-time.		
79	System should support data retrieval - from the specified archives. The archival and retrieval programs should facilitate easier analysis of old data.		
80	The System should generate error logs		
81	The error logs should be descriptive enough to allow traceability of the data/function error to the most granular level		
82	The System should have suitable Business Continuity Plan and structure to achieve "solution availability".		
83	There should not be any restrictions / conditions applicable, on the Support Arrangement, in case of bank not opting for any higher version of the Solution, whenever it is available		
84	Software AMC should include compatibility with higher version of Operating systems, RDBMS, etc. from time to time		
	Reporting & Others		
85	The System should provide all necessary regulatory reports pertaining to Banks as required by the Reserve Bank of India and/or as requested by the Bank.		
86	System should provide various other reports in the formats to be provided by the Bank. Important MIS reports should have the facility for drill-down where necessary in risk reporting, management reporting, internal risk analysis		
87	The reporting functionality should generate reports structured for Strategic Business Units, Senior Management and Board of Directors		
88	The System should allow reports to be exported into Microsoft Excel, Adobe PDF format and other databases. The System should allow users to print reports directly from the System		
89	The System should allow users to save reports to a disc in a non-editable as well as an editable format		

SN	Technical Requirements	S - Standard feature/ A - Alternative Solution available/ C - Customization required/ N - Not Feasible	Details/ Remarks
90	The System should generate reports in various types of files like (but not limited to): View mode; Excel mode; Text mode; HTML mode; CSV format; PDF format		
91	The System should allow for generation of on-demand reports		
92	Reports generated in periodical wise or as defined by the Bank: Daily; Weekly; Fortnightly; Monthly; Quarterly; Half yearly; Annual		
93	The System should allow for archiving of external reports in the following formats (but not limited to): Adobe PDF; Microsoft Excel; Comma separated values (.CSV)		
94	Archiving of reports should be possible in a pre-defined format to facilitate ease of retrieval		
95	System should provide report scheduler; System should support drill down reports and generation of reports using charts		
	Documentation		
96	User manuals; Will be provided to the bank as per the standard documents available		
97	System Administration manual- Standard Technical manual will be provided to the users.		
98	System manuals - Architectures, Entity-Relationship diagrams, Source code.		
99	Documents narrating the mathematics, the assumption in all the Models/Pricing engines used in the software		
100	Comprehensive documentation with indices or glossaries targeted at specific audience of users, Systems manager/administrator.		
	Total		

Score out of: **1000**

Normalized: **30**

ANNEXURE 23

COMMERCIAL BILL OF MATERIAL

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

End to end solution for Supply, Installation, Implementation, Integration and Maintenance of Internal Credit Risk Rating System

(Amount in Rs. actual)

SN	Items	OTC *	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1	Software Cost							
2	Implementation Cost							
3	AMC/ ATS							
	Total Cost of Ownership (TCO)							
	Amount in words							

* One Time Cost

(Date); (Place);
(Signature of Authorized Signatory);
(Name of Signatory); (Designation)
(Seal of Company)

- Software cost should include license cost for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's operations in India.
- The 'blank' cells in the above commercial table represents the amount to be filled in by the bidder and 'shaded' cells are not to be filled.
- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender.
- The Service Charges need to include all services and other requirement as mentioned in the RFP.
- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Goods and Service Tax.
- Onsite Support for the solution to be provided 24*7*365.
- Bank has discretion of opting for any of the Options mentioned above. TCO will only be considered for the commercial bid.