

RFP Reference No. 042021-22

REQUEST FOR PROPOSAL (RFP)

**SUPPLY, INSTALLATION AND MAINTENANCE
OF SOFTWARE FOR MANDATE MANAGEMENT SYSTEM OF
NPCI RELATED SYSTEMS FOR 5 YEARS**



Bank of Maharashtra
Head Office, 'LOKMANGAL'
1501, Shivaji Nagar
Pune – 411 005

Cost of Tender Document Rs.17,700/-

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1. Invitation for tender

Bank of Maharashtra invites bids from eligible bidders for Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years. System should be able to capture the image and data generated by an application installed on mobile phones of banking correspondents and agents of our on-boarded corporates in accordance with the scope set out in the tender document for a period of 5 years.

A complete set of tender document may be purchased by eligible bidder on payment of a non-refundable fee of Rs.17,700/- (Rupees Seventeen thousand seven hundred only) by Demand draft / Bankers Cheque in favor of Bank of Maharashtra and payable at Pune or NEFT transfer to Account No: 60058099506 IFSC: MAHB0001150 .

Bid Collection and Submission

Tender Reference number	042021-22
Price of Tender Copy	Rs.17,700/- (INR)
Date of commencement of sale of tender document	27/10/2021
Last Date of sale of tender document	17/11/2021 up to 14.00 hours
Queries to be mailed by	02/11/2021 up to 17.00 hours
Pre-Bid meeting with Bidders	06/11/2021 at 11:30 hours
Last Date and Time for receipts of tender offers	17/11/2021 up to 14.00 hours
Time and Date of Opening of technical bids	17/11/2021 at 15.00 hours
Place for Opening tender offers and obtaining copy of RFP document	Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005
Address of Communication	As above
Bank's website	https://www.bankofmaharashtra.in
Contact Telephone Numbers	Phone: 020 – 25614508 020- 25614415

* Bidders have to purchase tender document to participate in pre-bid meeting.

Exemption for Price for Tender Copy for Eligible Bidders as mentioned in Eligibility Criteria.

BID Security declaration must accompany all tender offer document as specified in this tender document. It should be in separate cover to be handed over to the department.

Bids will be opened in the presence of the bidders or authorized representatives of the bidders who choose to attend the opening of tender on the above-specified date, time and place. However, considering the present situation arising out of outbreak of COVID-19, Bank may opt for Online Bid submission for which separate communication will be sent to the bidders.

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

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

**General Manager
Information Technology**

2. About Bank of Maharashtra

Bank of Maharashtra is a nationalized bank with a standing of 86 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office.

The Bank has more than 1960 branch offices, 2026 CDs/ATMs/Cash Recycler across the length and breadth of the country. In the state of Maharashtra, the Bank has 1100+ branch offices, the largest network of branches by any Public Sector Bank in a state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of the Bank are networked and under Core Banking Solution.

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

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

3. Instructions to bidders

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents may result in rejection of its bid and will be at the Bidder's own risk.

IMPORTANT CLARIFICATIONS/ABBREVIATIONS

The following terms are used in the document interchangeably to mean -

- Bank or BOM means 'Bank of Maharashtra'
- RFP means the Request for Proposal document.
- Bidder / Respondent - signifies those who purchase this tender document and submit response to it.
- Solution provider and Bank shall be collectively referred to as 'Parties'
- NACH- National Automated Clearing House
- NPCI- National Payments Corporation of India
- AMC- Annual Maintenance Charges
- ATS- Annual Technical Support
- OEM- Original Equipment Manufacturer
- DC- Data Center
- DR- Disaster Recovery
- GST- Goods & Services Tax
- RBI- Reserve Bank of India

3.1. Two Bid System Tender

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

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

Bank's address
The Deputy General Manager, Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005

Following two officers have been authorized to accept the tender documents

1. Mr. Umesh Kapadia, Manager- Head Office Pune
2. Mr. Akshay Bansod, Manager- Head Office Pune

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

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

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

The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company, as an acceptance of the Scope, Terms and Conditions as specified in the RFP.

3.2. ENVELOPE-I (Technical bid along with softcopy):

The Technical bid should be complete in all respects and contain all information asked for **except prices**. The TECHNICAL BID should include all items asked for in **Annexure-D**. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. For example, the Technical bid should mention that AMC charges are included in the Commercial bid, without mentioning the actual amounts in the TECHNICAL BID. **A photo copy of original Commercial offers with prices duly MASKED be submitted along with the Technical Bid.** Bank reserves the right to reject any bid submitted without masked commercial.

3.3. ENVELOPE-II (Commercial bid):

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

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted. These two envelopes containing the Technical bids and Commercial bid should be separately submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

The bidder should mention all the details like RFP details and number, whether it is technical or commercial envelope, complete and correct addresses of bidder and Bank on each envelope.

In case, the bid submission is Online, signed and stamped scanned documents should be uploaded.

3.4. Schedules of the Tender

This tender comprises of following schedules.

Schedule Number	Name of Schedule	Remarks
I	Application Software (Corporate Licence)	Integrated Software System CORPORATE LICENCE(Please refer to Scope & requirement clauses of the RFP for details) including Customization and 1 year warranty
II	Database (Optional)	
III	Implementation	Implementation at DC & DR (including master data uploading and application hosting at Bank of Maharashtra's web server)
IV	Annual Technical Support(ATS)	
V	Miscellaneous Costs	(details to be submitted)
	TCO comprises of total of Serial no. I to V for 5 years	

It is mandatory for the bidder to quote for all the above schedules & all the items in the schedules. Incomplete offers are liable for rejection.

The bidder must ensure that all products as specified in the above schedule offered by them, are in a position to integrate with each other and the bidder must successfully install and commission these products to offer a complete, successful, cost effective and efficient solution.

3.5. Govt. Guidelines on MSME/Make in India

- a) Procurements through MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP. Exemptions regarding Tender document fees shall be available to the eligible MSMEs.
- b) Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 & Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019 and 04.06.2020 , dated 16.09.2020, dated 13.05.2021 & dated 15.07.2021 and other subsequent amendments if any, to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India pursuant to Rule 153 (iii) of the General Financial Rules 2017 shall be applicable to bidders participating in RFP.

4. Scope of Work

MANDATE MANAGEMENT AND PROCESSING NACH BASED FILE RECEIVED FROM NPCI

Purpose of RFP

National Payments Corporation of India (NPCI) offers to banks, financial institutions, Corporates and Government/s a service termed as 'National Automated Clearing House (NACH)', which included both Debit and Credit push transactions. NACH aims at electronically facilitating inter-bank high volume, low value debit /credit transactions, which are repetitive in nature. Bank is using direct loading method for all Credit transactions (ABPS, ACH credit, ECS credit etc) and all Debit transactions (ABPS, ACH debit, ECS debit) over NACH platform.

Now, Bank has initiated the process to implement NACH's Mandate Management System (MMS) which will include Inward Mandate Management, its acceptance or rejection and inward debit/ credit file processing and Outward Mandate Management include Mandate creation and processing outward file creation and file processing and its interface with CBS using API /ISO 8583.

Bank intends to implement end to end operation for mandate repetitive direct Credit or direct Debit transactions on NACH platform as an alternative to the PDC/EMI cheque apart from capturing the Corporate Clients for their bulk Mandate management like Electricity bill/ Telephone Bill/ Water Bill etc.

NACH-Debit specifications require digitization of mandate and registration of each Mandate with NPCI. Therefore, physical mandates forms are required to be scanned using flat Scanners or CTS Scanners and the scanned images of mandates have to be exchanged among Banks through NACH platform along with related data file. The system should also be capable of tracking the failed transactions and should provide facility to re-lodge the EMI as per pre-defined frequency.

This Software/Application will interface between bank's CBS & NPCI – NACH system and will manage mandate and transaction processes including the posting data into CBS.

The software must conform to NPCI / RBI / Govt / DFS requirements pertaining to the aforesaid utilities and should be customizable to handle new directives or new products on NACH platform issued by NPCI/RBI at no extra cost to the Bank.

Technical Specifications given at Annexure-D.

1) Data transfer and Master creation

The bidder shall provide necessary support services for migration of the data (to be made available in the prescribed format) from the existing setup and also for first time Master creation for the respective activities of the Bank

2) Support & Services

All required **support & services** for implementation, smooth operation and maintenance of all the components of the above system will be part of the Project.

The Selected Bidder should have a Disaster Recovery and Business Continuity Plan and the details in this regard should be furnished as part of the technical bid.

3) Security

The solution should confirm to the security requirements of the RBI, NPCI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to bank during the warranty and ATS period.

4) Training

Vendor should understand the fact that unless the staff members from Bank of Maharashtra are trained sufficiently on the software for Operations, the full benefits of the system cannot be realized. The training proposed for the staff members of Bank of Maharashtra will make them familiar with the software environment. The Bank of Maharashtra will nominate people from the respective locations for the training. BANK will ensure that the participants who are selected for software training are well versed in the processes and basic Information Technology before participating in the training for software. The staffs so trained will be responsible to impart further training to other operational staffs /users across the Bank of Maharashtra for the said software. Bank of Maharashtra will provide all training facilities like classroom, projectors, computers etc.

Training at various levels, from administrative to end user level, has to be provided by the bidder at the site of implementation as well as at the place/ training institute of the Bank.

5) Additional Requirement

Bidders must demonstrate the details of Hardware (Client workstations and Server configurations), **Software** (Operating system, RDBMS, etc.) and other peripherals (Printers, bar code readers, etc) licenses and other details needed for implementation of the work. Additional accessories, software products etc., if any, required for providing the Solution as envisaged in this document should be specified and quoted.

6) Time Schedule

The delivery, installation and preliminary testing of the proposed Integrated MandateManagement System at a central location of the Bank is to be done within 2 weeks from the date of providing all required hardware by the Bank.

7) The tender documents cannot be sold and / or transferred / assigned. If the same is done, tender documents are liable to be summarily rejected by Bank of Maharashtra. Any decision of Bank of Maharashtra in this regard shall be final, conclusive and binding on the Bidder.

8) If Bank of Maharashtra is not satisfied with technical specifications and the feasibility of the technical offers, the commercial offers will not be opened in the RFP process. Technically disqualified offers will not be taken up for further process and no discussions / interface will be granted to such Bidders.

9) Bidder should have centralized complaint monitoring system in place with toll free number for call logging and web-based call login facility with 24x7 access for Bank/branches/offices.

- i. The Selected bidder should provide a dedicated help desk that function as the single point of contact for end-to-end resolution of issues on-line real-time fault detection & trouble ticketing.

5. Terms and Conditions

5.1. Subcontracting

As per scope of the RFP, subcontracting is prohibited. However, if the successful bidder subsequently wishes to subcontract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. In case subcontracting is permitted by the Bank, the successful bidder will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The successful bidder is also responsible for ensuring that the Subcontractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same.

5.2. Technical Inspection and Performance Evaluation

Bank of Maharashtra reserves its right to carry out technical inspection and performance evaluation (benchmarking) of machines offered by technically qualified bidders.

6. Soft Copy of Tender document

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

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs.17,700/- by way of a demand draft in favor of Bank of Maharashtra payable at Pune or NEFT transfer to account no: 60058099506 IFSC : MAHB0001150 while submitting the bid.

7. Offer validity Period

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

8. Address of Communication

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

The Deputy General Manager,
Bank of Maharashtra
IT Dept, Head Office, Lokmangal,
1501, Shivajinagar, Pune – 411 005

Email Ids : 1) operations@mahabank.co.in
2) akshay.bansod@mahabank.co.in
3) Gaurav.kumar1@mahabank.co.in

9. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of all the bidders should reach us in writing or by e-mail on or before on the address as mentioned above. Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website.

The queries on point / clauses in the RFP document are to be mailed / submitted in the specific format only as per **Annexure-J**.

The queries that are not on the points / clauses in the RFP document and are general in nature but related to the tender are to be mailed / submitted in specific format only as per **Annexure-J**.

Queries submitted in any other format will not be entertained by the Bank.

Only two authorized representatives of the bidder who have purchased the RFP will be allowed to attend the Pre-Bid meeting. Considering the present situation arising out of outbreak of COVID-19, Bank may opt for conducting Pre-Bid Meeting through Video Conference. Bank is not bound to reply the queries of bidder who has not attended the pre bid meeting.

10. Opening of offer by Bank of Maharashtra

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

Bank also reserves the right of selection of SI/bidder either by Opening of Commercial Bids of SIs (who are found eligible after evaluation of Technical Bids) or proceed with the selection of Bidder through On Line Reverse Auction.

The bidder may quote the best competitive price in the commercial bid as Bank reserves the right to opt for Reverse Auction and in case Bank does not opt for Reverse Auction, the commercial bid submitted by the bidders will be opened to decide the L1 price. The contract will be awarded to L1 bidder.

In case Bank opts for Online submission of Bids, then only Technical Bids will be required to be submitted by the bidder. After successful completion of Technical evaluation, Bidder will be intimated about submission of commercial bid through Online Reverse Auction.

Our Bank's Business Rules and Terms & Conditions of Reverse Auction are as per **Annexure-R**. Please note the contents and comply with the requirements of the same. Bidders are requested to ensure that they have a valid digital certificate well in advance to participate in Reverse Auction event. The cost of the digital certificate has to be borne by the bidder only. Bidders shall participate in the training or mock auction at their own cost.

11. Scrutiny of Offers

The evaluation of Successful Bidder is based on Commercial evaluation of technically qualified bidders. The commercial evaluation would be based on the Total Cost of Ownership (TCO) that appropriately meets the business requirements of the Bank. The bid would be first evaluated for the eligibility criteria, then for

technical soundness and then for the financials through commercial evaluation. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.

The evaluation will be a three-phase process: -

- Phase 1 – Eligibility Criteria Evaluation
- Phase 2 – Technical Proposal Evaluation
- Phase 3 – Commercial Bid Evaluation

The Evaluation of the various options presented to the Bank to identify the best Solution requirements is based on the following broad parameters:

Ability to meet detailed Functional Requirements

- Ability to meet detailed Technical Solution Requirements
- Implementation Capabilities
- Facilities Management Capabilities

Business Case & Total Cost of Ownership

There will be no scoring involved in the Eligibility Bid evaluation.

11.1. Eligibility Criteria

Bank of Maharashtra will undertake primary scrutiny of the eligibility of the bidders as per “eligibility criteria” mentioned under point no.39 based on the documents submitted. The offers of the bidders fulfilling the above eligibility criteria only will be taken up for further scrutiny i.e. technical evaluation. This primary scrutiny will be taken up on the last date of the technical bid submission, in the evening on the same day.

11.2. Technical evaluation:

Bank of Maharashtra shall undertake detailed scrutiny of the offers to determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. The bidders have to demonstrate the features of the product offered to the bank either onsite or offsite as part of technical evaluation. The formats for technical evaluation is enclosed vide **Annexure-Q**. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents.

11.3. Commercial evaluation:

Based on the technical evaluation criteria, each bidder will be given certain marks. Only those bidders scoring 75% or above in the technical evaluation will be short-listed for commercial evaluation. If only one bidder qualifies, then the Bank may, at its discretion, also consider next highest technical score. In case none of the participant bidders scores 75% or more marks in the Technical Evaluation, the commercial bid of only top 2 bidders on the basis of technical evaluation will be opened.

Bank reserves right to normalize the commercial bids based on total cost of ownership for 5 years as per prices offered in the commercial bid form. The L1 vendor will be finalized based on the lowest price quoted during the reverse auction. However, bidders are requested to submit best commercial offers in sealed envelopes in case Bank decides commercial bid opening. A copy of masked commercial offer is also required to submit in technical bid.

The Commercial Bids of the technically qualified vendors will only be considered for Commercial Bid evaluation. Time and Date of Reverse auction will be informed to technically empanelled vendors

12. Documentation

The following information should be furnished along with the Technical bid by means of printed technical brochures as per checklist provided.

- Specifications of all items asked along with technical specifications table.
- In case of Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.

13. Submission of Technical Details

It is mandatory to provide the technical details in the exact format of Technical Details column given in the technical specifications. The offer may not be evaluated by Bank of Maharashtra in case of non-adherence to the format or non-submission / partial submission of technical details as per the format given in the tender. Bank of Maharashtra will not allow/permit changes in the technical specifications once it is submitted. The relevant product information, brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer to the suggested checklist given in this document).

Technical Inspection and Performance Evaluation

Bank of Maharashtra reserves its rights to carry out technical inspection and performance evaluation (benchmarking) of software and solution offered by short-listed bidders.

Installation and Commissioning.

The bank reserves its right to conduct a POC / Acceptance Test.

If the bidder fails to implement within the stipulated period a Liquidity Damages of 1% of the order value shall be charged per week and maximum upto 10% of the total order value.

If the bidder fails to deliver and/or install all the software/s ordered within stipulated time schedule or by the date extended by Bank of Maharashtra, it will be a breach of contract. In such case, Bank of Maharashtra may invoke the bank guarantee without any notice. In the event of Bank of Maharashtra agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank Guarantee shall be extended by further period as required by Bank of Maharashtra before the expiry of the original Bank Guarantee. Failure to do so will be treated as breach of contract. In such event Bank of Maharashtra reserves rights to invoke the Bank Guarantee.

The Bank will not arrange for any Road Permits/Sales Tax clearance for delivery of software and the bidder will have to make own arrangements for delivery of software to the locations. Bank will provide necessary help like arrangement of Sales Tax document to be attested by the Bank.

14. Completeness of Installation

The installation will be deemed as incomplete if the software is not delivered or is delivered but not installed or not acceptable to Bank of Maharashtra after acceptance testing/examination.

In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence.

15. Software Drivers & Manuals

The software will have to be supplied with the complete and legal documentation of software and all subsystems, system software requirements, software drivers and operation manuals as applicable.

16. Warranty

The warranty period shall be 1 year from the date of acceptance. VENDOR should provide offsite/remotewarranty support on the Application Software for warranty period and this would commence from the date of acceptance of the System. Warranty on application software should cover bug fixing. Warranty will not include any customization or modifications on the Application Software.

17. Annual Technical Support Charges

The charges for ATS shall be payable to the vendor after expiry of warranty period which is calculated as 1 year after implementation of the solution.

VENDOR should provide post warranty annual maintenance on the application software. The services would cover bug fixing of the application software. The service would commence from the date of the completion of the Warranty period. Post Warranty Annual Maintenance support will not include any customization / modifications / enhancements on the Application Software, additional training or DBA activities, etc. VENDOR should provide Annual Technical Support Charges.

18. VENDOR's Support Desk:

The support may be offered from VENDOR's support desk. The support may be in the form of E-Mail or Remote Login. VENDOR should have a full-fledged support team located at VENDOR location. This Support group should equip with the entire necessary infrastructure to support the implementation and regular maintenance required at the BANK OF MAHARASHTRA. The support requirements of the users will be routed to the vendor through Bank of Maharashtra's Internal Project Manager's desk based on his review of user requests and his confirmation of the bug.

19. Technical Documentation

The documentation involving detailed instruction for operation is to be delivered with the software. The language of the documentation should be English.

20. Cooperation for WAN connectivity

The bidder will undertake to provide all necessary help to connect the software on WAN of the Bank.

21. Format for Technical bid

The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into **three parts** – the first part should contain the documents supporting the eligibility of the bidder to participate in the tendering process as per the eligibility criteria mentioned in the RFP, the second part should contain the technical details of the proposed project and the third part should contain the technical brochures etc.

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

1. Index
2. Covering letter. This should be as per Annexure-A.
3. Details of the bidder, as per Annexure-B.
4. Compliance of eligibility criteria along with support documents as per the format given in Annexure-N.
5. Compliance agreement, as per Annexure-L

The eligibility criteria will be verified based on above compliance table duly filled by the bidder along with the supporting documents.

6. Technical bid with Specifications as given in Annexure-D, complete with all the columns filled in.
7. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
a)	Support Personnel		
b)	Technical Inspection & Performance Evaluation		
c)	Performance Bank Guarantee		
d)	Payment Terms		
e)	Delivery, Installation and Commissioning		
f)	Completeness of Installation		
g)	Order Cancellation		
h)	Inter-working of Hardware and Software.		
i)	Acceptance Tests		
j)	Software Drivers, Manuals & Accessories.		
k)	Annual Technical Support Charges		
l)	Training		
m)	Liquidated Damages		
n)	Penalty		
o)	Failure		
p)	Indemnity		
q)	Publicity		
r)	Guarantees		
s)	Force Majeure		
t)	Resolution of Disputes		
u)	Non-Disclosure Agreement		
v)	Adoption of Integrity Pact		

Note: The response to the terms & conditions will be verified based on above table.

8. Warranty (for all relevant schedules). This should not contain any price information.
9. Delivery and Implementation schedule.
10. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
11. System software details.
12. Manufacturers' Authorization Form (if applicable) as per Annexure-F
13. Details of Past installation/Track Record, as per Annexure-G
14. Details of support centers as per Annexure-C(2)
15. BID Security Declaration (To be submitted in a separate envelope along with the Copy of Technical Bid.)
16. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
17. All documentary evidence wherever required to be submitted be properly arranged.
18. Copy of the Commercial Bid duly masking the price column.

22. Masked Commercial

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

23. Format for Commercial bid

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

1. Index
2. Covering letter
3. Commercial bid should be as per Annexure-H. This must contain all price information.
4. A statement that the bidder agrees with Payment terms given in the tender.

24. Erasures or Alterations

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

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

25. Alternative offers

Each offer should preferably specify a single solution, which is cost-effective and meets the tender specifications, and does not include many alternatives. Bidder willing to offer Bank of Maharashtra two or more alternatives for any item(s) of requirement should submit separate details for each alternative. Each detail/table should be complete in all respects and should not require cross-referencing with details given in other options.

If more than one alternative offers are quoted in the Commercial bid, the highest quote will be considered in the TCO for arriving the L1 bidder. However, bank will have discretion to choose the one of the alternatives at the quoted price.

26. Location of project implementation

This tender is being floated by the Head Office of Bank of Maharashtra. The proposed solution is being procured through this tender shall be installed, commissioned and maintained by the successful bidder at various locations of Bank of Maharashtra across the country. Bank reserves the right to make changes in the locations. Data Localization policy should be followed.

27. Cost & Currency

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

- a) Cost of the Software/Application
- b) Installation and commissioning charges, if any,
- c) Minimum of One year on-site warranty covering all charges.
- d) All-inclusive taxes except GST (payable as applicable).

28. Contract Period

The selected bidder needs to execute a Service Level Agreement (SLA) as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP.

The tenure of the Contract will be for a period of 5 (Five) Years from date of acceptance of the installations for supplying the proposed solution for Bank of Maharashtra. 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 by giving 30 days' notice. Any offer falling short of the contract validity period is liable for rejection.

The Contract period will commence effective from the issuance of purchase order/letter of intent whichever is earlier or bank terminates the SLA by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation thereof.

29. Service Continuity

As part of service continuity: - After the completion of initial period of 05 (Five) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.

30. Fixed Price

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

31. No Negotiation

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as the final selection of L1 bidder would be on the basis of TCO.

32. Short-listing of Bidders

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

33. Right to Alter Quantities

Bank of Maharashtra reserves the right to alter the proposed quantities specified in the tender. Bank of Maharashtra also reserves the right to delete one or more items from the list of items specified in tender.

34. Adoption of Integrity Pact

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

Shri. Arun Jha Secretary to GOI (National Commission for Scheduled Castes) Email — arunjha01@gmail.com	Shri. Umesh Vasant Dhattrak Officer of Public Sector Unit (Rashtriya Chemicals & Fertilizers Unit) Email — uvdhatrak@gmail.com
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35. IT ACT

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

The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act

2000 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

36. Aadhar ACT 2016

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

37. Eligibility Criteria

Only those bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected. The selected bidder should be in a position to meet service level commitments in full. The eligibility criteria will include the following:

- a) The Company should be a Registered Company in India for a minimum period of 3 (three) years as on the date of submission of RFP under the Companies Act 1956, and its existence in the Companies Act 2013 and its amendment.
- b) The Bidder should have 3 years of continues experience of development, implementation or support of software solutions in India, preferably with large financial institutions or a PSU Bank.
- c) Turnover of the bidder should be at least Rs.10 Crores per year from business in last three financial years i.e. 2018-19, 2019-20 & 2020-21. The bidder should have made net profit or should have positive net worth during any two of the last three consecutive financial years.
- d) The bidder should have ready available Software for Mandate Management System Activities covering features outlined in this BID (As per Annexure-E).
- e) The Bidder should not have been blacklisted by any Central/State Govt./PSU Bank /Financial Institutions/IBA/RBI during the last five years.
- f) The bidder should be ISO 90003:2018 certified. If the unit is outside India, it should meet equivalent international standards.
- g) The Bidder should ensure that there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or any sub-Bidder / third party or its team members by any statutory or regulatory or investigative agencies. Bidder to submit Self declaration in this regard.
- h) The bidders should submit the integrity pact in Rs.600 stamp paper after duly signing (Including Witness)
- i) If the bid is submitted by an Authorized distributor/representative/Dealer/Channel Partner, the Original Equipment Manufacturer (OEM) shall certify that the dealership/channel partnership arrangement with the bidder is currently in force. A copy of the same shall be enclosed. Also, the Original Equipment Manufacturer (OEM) shall submit a letter through the authorized dealer/ channel partner, participating in the tender process, that they shall honor the warranty/Annual Maintenance contract commitments independent of continuation of the dealership/ channel partner arrangement with the authorized dealer/ channel partner.
- j) Either OEM or their authorised Channel Partner in India can directly Bid in the tender but both of them cannot bid for the same make.

- k) Two different group companies (both with majority shareholding from a company) submitting separate bids representing different OEMs will be disqualified.
- l) Bidding on consortium basis will not be accepted. It is clarified that bids submitted as consortium shall be rejected.
- m) The bidder should be able to provide efficient and effective support at all locations so as to meet 24*7 hrs. service support with maximum 1 hrs response time – A commitment to this effect should be furnished in the form of self-declaration.

n)

Software/ Solution Technical Eligibility Mandatory Requirements			Vendor's Compliance (YES/NO) & Remarks
Module-1 <u>MANDATE MANAGEMENT AND NACH BASED FILES</u> (Dr/Cr) PROCESSING		Mandatory	
1.	The solution should be able to handle the mandate management both for inward and outward.	Mandatory	
2.	The solution should provide in-built encryption and decryption functionality.	Mandatory	
3.	The solution should have in-built digital signer tool to do digital signing using digital signature available on USB token or file.	Mandatory	
4.	The solution should be able to pull and push the files from NPCI to local server and vice versa without any manual intervention.	Mandatory	
5.	The solution should be able to handle the NACH files and pull and process the same after the verification of mandate logic and financial transaction should be pushed to CBS through API level / ISO 8583 integration and be able to pull the response back and update the status. The final response file thus created should be encrypted and digitally signed then pushed back to NPCI.	Mandatory	
6.	The solution should be able to handle all variants of financial files received from/to be remitted to NPCI as sponsor/destination. It should be able to generate status of each file separately and the same can be remitted to corporate client.	Mandatory	
7.	The solution should be able to handle the reconciliation of the all the financial transaction on daily basis and generate report as required by bank.	Mandatory	
8.	The solution should be able to capture all type of response received from NPCI server and update the same in local database.	Mandatory	
9.	The solution should be web enabled solution, with no download of any other software required on any client machine (That is to run the solution, the browser should be sufficient - an URL based solution).	Mandatory	
10.	The proposed solution should be a centralized, integrated, uniform and standardized solution to be accessible across all Branches/offices of The Bank through Bank's intranet.	Mandatory	
11.	Bank seeks the perpetual Licence at Enterprise level for the Branch user without any constraint. Bank may extend this feature to corporate clients / sub-member Banks without any additional cost to bank.	Mandatory	
12.	The user interface of the solution should be simple and intuitive.	Mandatory	

13.	The solution for end to end mandate management and transaction on NACH platform should be readily available with the bidder/OEM	Mandatory	
14.	The solution should have error and exception handling mechanism to find the exact reason for an error. The error message should be user friendly.	Mandatory	
15.	The solution should be as approved by NPCI and meeting all the requirement as change/amended by NPCI time to time without any additional cost to bank.	Mandatory	
16.	The solution should be capable of interacting with open database and can be install open operating system.	Mandatory	
Module-2 Other Important Functionalities			
1.	SMS alerts to Customers on Mandate on account of Registration/Amendment/Cancellation of mandates using SMS gateway of Bank.	Mandatory	
2.	The Proposed System includes a charge master which helps sponsor and payer/destination banks to charge originators and payers respectively for Mandate registration and periodical transactions and should be able to pass the financial entries in CBS account wise using API / ISO 8583.	Mandatory	
3.	Facility of Sending E-mail to the customer is also required using integration of bank E-mail server.	Mandatory	
4.	MIS/Dashboards is required Bank as a whole/Head office wise, Zone wise and Branch wise for monitoring Mandate status.	Mandatory	
5.	System should be capable of providing sufficient security so that no file is processed more than once.	Mandatory	
6.	All the necessary Operation Manuals (Job Cards) are required to be provided for Service Branch as well as for Nodal Branch and for DBAs for carrying out day to day activities.	Mandatory	
7.	The bidder should also provide the detail architecture of the whole system and database schema and logical flow of the technical flow diagram of the processes running in the system.	Mandatory	
8.	The vendor should provide admin related activities to be carried to maintain the software and data base.	Mandatory	
9.	The solution should provide a facility for processing mandates as per the process flow as depicted hereunder	Mandatory	
Module-3 Functionalities required from the solution			
1.	All the scanning centers should be operational in an on-line real-time mode i.e. the scanning centers will be connected to the central server on an online real time basis. The data shall reside on central server for all transactions.	Mandatory	
2.	The solution should provide facility for capturing the data in respect of Mandate registration (sponsoring Bank) through data entry module/screen/format. Such data capturing would be done at Head Office/Service Branches/Branches having scanning facility using the proposed application software. The data shall be stored in the Central server on a real time basis.	Mandatory	
3.	Similarly the data for periodical collection/demand of the so registered mandates will be processed in the proposed application software and will be submitted to NPCI as per the process prescribed by them such as digital signature and XML format etc.	Mandatory	
4.	Inward file is received (destination Bank) in respect of Mandate	Mandatory	

	registration the service branch will process the same in the proposed application software and the application software will support processing of said digitally signed/XML files. The acceptance will be done using the proposed application software.		
5.	Similarly while inward file is received (destination Bank) in respect of Transaction processing the service branch will process the same in the proposed application software and the application software will support processing of proposed digitally signed/XML files. The application software should provide the transaction based integration with CBS and updating status such transaction in local database.	Mandatory	
6.	To begin with, the scanning will be from Hub and spokes model where in Branch Office /Service branches will scan the mandates and data stores in Nodal branch in real time. Such being the case the proposed application should be compatible with all CTS and Flatbed scanners available in the market without any additional installation and plug-in.	Mandatory	
7.	Bank is looking forward for scanning from selected branches using Flat bed scanners provided to branches. In such case the vendor shall make compatible the flat bed scanner by providing required API.	Mandatory	
8.	The application should have user-friendly and powerful querying mechanism and help effective information fetching (data & image) based on The Bank defined parameters, processing logic, rules and criteria.	Mandatory	
9.	The application must have facility for uploading the data in batches as per NPCI time windows.	Mandatory	
10.	The solution should impose maker & checker concept for all the transactions and sufficient audit trail has to be maintained.	Mandatory	
11.	The right to allow restrict or limit the use of any functionality (including admin functionality would be at Bank's control.	Mandatory	
12.	The application shall be able to do single sign on facility using Active Directory Services so that the user creation/assignment of role and responsibility and generation of required reports go smooth.	Mandatory	
13.	Provision for adequate reports/MIS, at Corporate/Administrative/ Head Office/Zonal Office/Branch level for smooth reconciliation monitoring purposes, to track the progress of all Mandates registration and its related transactions etc.	Mandatory	
14.	The solution should be capable of considering the Branch ID (5 digits) and printed serial number of the mandate (6 digits) for the data entry purposes. The combination of which will create uniqueness of the mandate. Also the reports should be available Circle wise/Zone wise/Branch wise. It is to say that the CBS Branch master be used for this purpose.	Mandatory	
15.	The solution should generate the NPCI required file format for manual upload to begin with but should support Host to Host interface with NPCI.	Mandatory	
16.	The proposed solution should have the capability for representation of the failed Mandate /returns in ACH System.	Mandatory	

	For eg. Returned for insufficient funds etc. System should be capable of repeat presentation/iteration after a reasonable interval till its realisation.		
17.	A flag with regard to returned records marking consecutive returns more than 3 (three) times (or more as per NPCI rule) should be available so that the bank can isolate such records for further action.	Mandatory	

38. Authorized Signatory:

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with Bank of Maharashtra, 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 the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with Bank of Maharashtra, raise invoice and accept payments and also to correspond.

The Bidder shall provide proof of signature identification for the above purposes as required by Bank of Maharashtra.

39. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communications shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post, then on the expiration of seven days from the date of posting.

40. Support

The bidder should ensure 24 X 7 support team at all the locations. The bidder should be able to provide efficient and effective support at all locations so as to meet 24*7 hrs service support with maximum 1 hrs response time – A commitment to this effect should be furnished. For this the bidder should have its own exclusive support infrastructure covering all regional/Zonal office centers across the country, with owned/franchisee service centers at particular those location having Bank of Maharashtra zonal regional centers, to give service all locations of Bank of Maharashtra and provide support, call escalation, SLM and should also be capable of expanding the support infrastructure in keeping with the requirements of Bank of Maharashtra

41. Performance Bank Guarantee (3%)

The successful bidder should furnish a Performance Bank Guarantee to the extent of 3% of the value of the contract within 15 days of the date of receipt of the purchase order/Indent. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 12 months claim period. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract.

42. Technical Inspection and Performance Evaluation

Bank of Maharashtra reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of machines offered by technically qualified bidders.

43. Payment Terms

Bank of Maharashtra will be make payment as follows:

S. No	On Completion of Project Stages	Payment Terms (figures denote % of total T1+T2+T3 as in Appendix B)
1.	Customisation of the all the modules as per the Requirements of the Bank and UAT Sign-off	50
2.	Implementation at DC & DR including master data uploading and application hosting at Bank of Maharashtra's web server & Full GO-Live	50
3.	Annual Technical Support (ATS)	Quarterly basis (after quarter end) applicable after expiry of warranty period post implementation
4.	Miscellaneous Costs	As and when availed.

- a. No advance payment against purchase order.
- b. The payment will be made on receipt of the invoices along with installation/completion report and acceptance certificate duly acknowledged by Bank of Maharashtra subject to submission of Performance Bank Guarantee
- c. Payment for ATS will be made quarterly in arrears on (applicable after expiry of warranty period post implementation) submission of Invoices and upon successful completion of the performance obligations for the previous quarter. TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.
- d. All the payments to the Successful Bidder shall be subject to the performance/ delivery of the Services to the satisfaction of Bank of Maharashtra for this purpose.
 1. Penalties / liquidated damages, if any, shall be deducted from the invoice value/ Contract value.
 2. The Successful Bidder shall be solely liable for the payment of all the past, present and future central, state and local levies, direct/indirect taxes, fines and penalties (including without limitation GST if any) by whatever name called, as may become due and payable in relation to the Services.
- e. Notwithstanding anything contained in this RFP/ the Contract or in any other document(s)
 1. under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract;
 2. Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
 3. Bank reserves the rights to dispute/deduct payment/withhold payments/further payment

due to the Successful Bidder under the Contract, if the Successful.

Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.

4. Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
5. It is clarified that the any payments of the charges made to and received by authorized Successful Bidder personnel shall be considered as a full discharge of Bank's obligations for payment under the Agreement.

44. Future additions of Hardware/Software

Bank would have the right to:

- a) Shift the supplied system to an alternate site of its choice.
- b) Disconnect/connect/Substitute accessories etc. or device or any equipment/software acquired from another bidder.
- c) Expand the capacity/enhance the features/upgrade the hardware/software supplied either from the bidder or another bidder or developed in-house.

The warranty or service contract terms would not be considered as violated if any of above takes place. Should there be a fault in the operations of the system the bidder, would not unreasonably assume that the cause lie with those components/software not acquired from them.

45. Loading of Anti-Virus Solution

Bank of Maharashtra has implemented an Enterprise-wide Anti-Virus Solution across all the branches. The successful bidder will cooperate with the existing bidder of the Anti-virus solution for loading of the Anti-Virus solution on the servers /desktops or hardware, if any forming part of the proposed solution.

If all the functionality of Antivirus is managed by TSS then Anti -virus is not required.

46. Order Cancellation

Bank of Maharashtra reserves its right to cancel the order in the event of one or more of the following situations:

1. Delay in delivery beyond the specified period for delivery.
2. Delay in installation beyond the specified period for installation from the date of purchase order.
3. Serious discrepancy in deployed solution.

In addition to the cancellation of purchase order, Bank of Maharashtra reserves the right to initiate appropriate action as specified in BID security declaration given by the supplier against the advance payment.

47. Exit Option & Contract Re-negotiation

- a) The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 1. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 15 days of receipt of purchase contract or agreed terms by Bank;
 2. The selected bidder commits a breach of any of the terms and conditions of the contract.

3. The bidder goes into liquidation voluntarily or otherwise.
 4. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
 5. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP/RFP terms and the deviations are above the defined threshold limits.
 6. Deduction on account of liquidated damages exceeds 10% of the total contract price.
 7. Delay in delivery / installation / commissioning of Mandate Management System of NPCI related Systems for 5 years beyond the specified period for the same as mentioned in the order.
- b) In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
 - c) The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
 - d) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
 - e) Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.

48. Intellectual Property Rights

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

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

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

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

49. Corrupt & Fraudulent Practices

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

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

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

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

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

50. Warranty

- a. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of the bank. The bidder shall execute any and all such documents as may be necessary in this regard.
- b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
- c. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
- d. During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new bidder to take over and continue to manage the services.
- e. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected bidders as would be required in the event of the shifting of the site

51. Violation of Terms

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

52. Compliance with All Applicable Laws

The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or

demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

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

53. Change Management

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

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

If any 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.

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customer and/or regulatory authorities and shall exclude indirect, consequential and incidental damages.

54. Termination

The Bank, without prejudice to any other remedy for breach of contract, by written notice (with a notice period of 30 days) 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 Goods/Services 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 and fails to cure the same within a curing period granted by the Bank through a written notice; or
- c) 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.
- d) Bank reserves the right to terminate the contract at its sole discretion by giving three months' notice without assigning any reasons.
- e) The bidder shall not have any right to terminate unless alternate arrangement is made by the Bank.

- f) Bank shall be entitled to terminate the agreement at any time by giving notice if the bidder:
- i. has a winding up order made against it; or
 - ii. has a receiver appointed over all or substantial assets; or
 - iii. is or becomes unable to pay its debts as they become due; or
 - iv. enters into any arrangement or composition with or for the benefit of its creditors; or
 - v. passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

55. Effect of Termination

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

56. Acceptance Tests

At the discretion of Bank of Maharashtra, acceptance test will be conducted by the bidder at the site in the presence of the officials of Bank of Maharashtra and/or its nominated consultants. The tests will check for trouble-free operation of the complete system for ten consecutive days apart from physical verification and testing. There shall not be any additional charges payable by Bank of Maharashtra for carrying out this acceptance test. Bank of Maharashtra will take over the system on successful completion of the above acceptance test.

57. Software Licenses

The bidder should provide the required licenses for the software supplied and deployed for the solution and the related manuals.

58. 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.

59. Service level Agreement

The selected bidder should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement (NDA). The selected bidder should execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order/LOI.

60. Liquidated Damages

If the bidder fails to implement solution within stipulated period a Liquidity Damages of 1% of the order value shall be charged per week by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. In case the complete delivery is delayed beyond the scheduled delivery date, Bank of Maharashtra reserves the right to cancel the contract and return the partially delivered equipment, if any, at the cost of the bidder. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value.

Cumulative Liquidated Damages imposed for all the sites shall be subject to maximum of 10 percent of the total contract value.

Once the maximum is reached, the Bank may consider termination of the contract. Further, the Bank also reserves the right to cancel the order and invoke the Bank Guarantee/Performance Guarantees in case of inordinate delays in the delivery/installation of the equipment.

61. Penalty Terms:

i. Penalty for Uptime

Penalty for delay in service delivery during warranty and ATS period.

For every 1% reduction of uptime from the standard mentioned above during a month, there shall be a penalty of 1% of the ATS for every 1% of the downtime up to an uptime of 95%. If uptime goes below 95%, then no ATS will be paid for that particular month. The penalty for downtime shall be calculated on monthly basis and recovered from the quarterly ATS invoice, as follows:

Sr. No.	Uptime	Penalty on payment (In %)
1.	<=99%	1%
2.	<=98% and >97%	2%
3.	<=97% and >96%	3%
4.	<=96% and >95%	4%
5.	<=95%	No Payment

62. Guarantees on Response Time to Errors

The Bank will classify all errors in to three categories:

- (I) **Critical errors** defined as the Errors that require/cause the Bank to shutdown the software system or stop all services through the Software.
- (II) **Medium Level Errors** defined as those errors that are not the Critical Errors as defined above but cause great inconvenience or operational difficulties to the Bank
- (III) **Low Level Errors** defined as those other errors that are not the Critical errors or the Medium Level Errors as defined above.

The vendor undertakes and guarantees on Response time to errors during the period of warranty

and AMC with the Bank is in force.

The Vendor undertakes and guarantees that all the Critical Errors will be resolved in the production environment within one day of the Bank intimating the same through writing, telephone or fax and it is expected that the software must be operational before the start of next working day business hour.

63. UAT

Bank of Maharashtra and/or its nominated consultants will test UAT environment before solution is implemented in Bank of Maharashtra.

The solution shall be accepted only after completion of UAT.

64. Indemnity

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder, (iii) use of the allocated site and or facility provided by Bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under clauses of the RFP (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to the scope of the site requirement. (v) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 4.38 of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment/s at all points of time, provided however, (i) the Bank notifies Bidder in writing immediately on aware of such claim, (ii) Bidder has sole control of defence and all related settlement negotiations, (iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

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

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

- Except to the extent attributable to a breach of contract by, wilful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the Bidder as governed by Information Technology Act, 2000.
- The breach by the Bidder of any of its obligations under Confidentiality,

- Non-compliance of Bidder with Laws / Governmental Requirements
- IP Infringement
- Negligence and misconduct of bidder, its employees, and agents
- Breach of any terms of agreement document or Representation made by Bidder.
- Act or omission in performance of service.
- Loss of data due to bidder provided facility

65. Limitation of Liability

The cumulatively liability of the Successful Bidder to the Bank is limited to the total contract value except for:

Indemnity for IPR (Intellectual properties rights) claims;

Loss incurred to the Bank due to malfunctioning of the system deployed by the successful bidder; and for the above, Successful Bidder shall reimburse the actual loss incurred by the Bank

66. Non-Disclosure Agreement

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

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

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

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

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

The successful bidder should sign the NDA and the bidder representative working on the project should sign the NDU. The format of Non-Disclosure Agreement is given in Annexure-M.

67. Publicity

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

68. Guarantees

Bidder should guarantee that the equipment delivered to Bank of Maharashtra are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to Bank of Maharashtra is licensed and legally obtained. All and software must be supplied with their original and complete printed documentation.

A certificate signed by the CFO / Company Secretary of the Company should be submitted before the Pre-Delivery inspection confirming that all the components / parts/assembly software used in the Self Update passbook printer Kiosk are original new ones and no refurbished/ duplicate / second hand components/ parts/assembly/software are used.

69. Force Majeure:

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, "Each Party agrees to give to the other a notice of 15 calendar days from the date of such occurrence of the incidents or notification etc. by government as applicable and such notice shall contain detail of the circumstances giving rise to the event of force majeure".

If the event of force majeure continues for a period of more than 15 consecutive days then either party may have the option to terminate the agreement upon written notice of such termination to the other party.

70. Confidentiality:

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

This tender document contains information proprietary to Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.

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

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

- (a) Relates to the Disclosing Party; and
- (b) Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants
- (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the bidder to host Bank's equipment at the site

(e) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable

(f) Information disclosed pursuant to this clause will be subject to perpetual confidentiality.

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

- b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- c. The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- d. The confidentiality obligations shall survive the expiry or termination of the agreement between the bidder and the Bank.

71. 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.

72. Source Code

- a) The application software should mitigate Application Security Risks, at a minimum. 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.
- d) 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.
- e) Source Code Audit/Escrow Arrangements

Source code for customization done in the Solution for Bank will be provided to the Bank for unlimited and unfettered use by the Bank for business use. Bidder should also provide all related material but not limited to flow charts, annotations, design documents schema, development, maintenance and operational tools and all related documentation.

The Solution core source code will be kept in escrow arrangement and complete information regarding the arrangement shall be provided by the bidder. Bidder will transfer all Intellectual Property Right on non-exclusive basis for all the customization done for Bank for the Solution. These IP rights will also be applicable for Bank's subsidiaries (Domestic or International) and sponsored RRBs. Source code customization done in the Solution for Bank pertain to Source code audit.

73. Severability:

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

74. Resolution of disputes

All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the Courts in Pune and the parties agree to submit themselves to the jurisdiction of such court. This Project agreement shall be governed by the laws of India.

75. Arbitration

If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, same may be settled through discussion and negotiation.

If such dispute, controversy or claim cannot be settled and resolved by the parties through discussion and negotiation shall be referred to higher authorities and in case of non-settlement, all disputes and differences of any kind whatsoever arising out of or in connection shall be referred for arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint an Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

76. Audit & Inspection of Records

All Bidder records with respect to any matters covered by this tender shall be made available to Bank or its designees, including RBI Inspectors / auditors at any time during normal business hours, as often as Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors or its designees would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to Bank, which would be used by Bank. The cost of the audit shall be borne by

Bank. The scope of such audit would be limited to Levels being covered under the contract, and financial information would be excluded from such inspection, which shall be subject to the requirements of statutory and regulatory authorities.

Bank, its representative, RBI and Government Agencies shall have all the rights to carry out the VAPT (Vulnerability and penetration testing) or other system Audit for the service offered under this RFP.

77. Integrity Pact

Bank believes in total transparency, integrity and accountability in its functioning. As per the directions of CVC, Bank proposes to execute Integrity Pact with the bidder focused on enhancing transparency in its business transactions, contracts and procurement processes.

The bidder shall submit the bid/tender along with the "Integrity Pact", as per Annexure-O on a non-judicial stamp paper of Rs.600/- along with the bid/tender document, duly signed on all pages and the details filled in properly. All pages of the Integrity Pact shall be signed by the same signatory who signs the bid document and has the authority on behalf of the C.E.O of the company he represents.

The non-judicial stamp papers are to be purchased in the name of the Bidder or Bank and the date of purchase should not be earlier than six months of date of execution.

The acceptance of Integrity Pact shall be unconditional and the bidder must not change any contents of the Integrity Pact. If the contents of the Integrity Pact is changed by the bidder, the bid will be rejected.

The bidder shall submit the Integrity Pact duly signed by the person(s) signing the bid. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.

If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

78. Disclaimer

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

79. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, Bank of Maharashtra may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

80. No Commitment to Accept Lowest or Any Tender

Bank of Maharashtra 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. Bank of Maharashtra reserves the right to make any changes in the terms and conditions of purchase. Bank of Maharashtra will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

81. Documentation

It is mandatory to provide the all software document and their subcomponents as asked for in the technical specification. The offer may not be evaluated and/or will be liable for rejection in case of non-submission or partial submission the items offered. Please note that substituting this information by just version name is not enough.

82. Annexure-A: Tender Offer Cover Letter

Date: _____ 2021

Tender Reference No.:042021-22

To: _____

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Deliver and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years, other hardware and software components, services to be provided as mentioned in RFP no. 042021-22 in conformity with the said tender documents in accordance with the Schedule of Prices indicated in the Commercial bid and made part of this tender.

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

If our tender offer is accepted, we undertake to commence delivery within _____ (Number) days and to complete delivery, installation and commissioning of all the equipment as specified in the Contract within _____ (Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 3% of the Contract Price for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 2021

Signature: _____

(In the Capacity of) _____
Duly authorized to sign the tender offer for and on behalf of

83. Annexure-B: Details of The Bidder

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

Sr No.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/ Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) 2018-19 2019-20 2020-21	
9.	Net Profit and Net Worth of the company (not of group) 2018-19 2019-20 2020-21	
10.	TAN no	
11.	GSTIN	
12.	Income Tax Number /PAN no	
13.	Whether direct manufacturer or authorized dealers/agent	
14.	Name and Address of manufacturer	
15.	Location of Software manufacturer	
16.	Brief Description of facilities for inspection, testing and quality assurance	
17.	Brief Description of after sales service facilities available with the bidder Please fill up Annexure C (2) also.	
18.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	
19.	Integrity Pact	
20.	ISO 90003:2018 certification / Equivalent	

84. Annexure-C(1): Certificate for Local Contents

To,

**Deputy General Manager,
Bank of Maharashtra,
Lokmangal, 1501,
Shivajinagar, Pune**

Dear Sir,

**Ref: Your RFF Ref: RFP #042021-22 for Supply, Installation, Implementation
and Maintenance of SOFTWARE FOR MANDATE MANAGEMENT SYSTEM OF
NPCI RELATED SYSTEMS FOR 5 YEARS**

Bidder Name:

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

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

Signature of Statutory Auditor/Cost Auditor

Registration Number :

Seal :

Countersigned by the bidder:

Bidder - (Authorized Signatory)”

85. Annexure-C(2): Details Of Support Centers of bidder

Sl .	Place	Own or Franchise	Postal Address	Contact numbers	Service Facilities available (Describe)	Number of service engineers	Time to report to the location	Address of Web Portal for logging Calls
1								
2								
3								
4								
5								
6								
7								
8								
9								

86. Annexure-D: Technical Specifications

Technical Bid Form: Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years

TECHNICAL REQUIREMENTS

Brand of Software: <<Mention the Brand Name here >>

Manufacturer: <<Mention Manufacturer Name here >>

Model : <<Mention Model number here>>

The Technical Specifications mentioned below are the **minimum required** however, the **Bidders should offer their best/higher specifications and latest model Software**, which will meet BANK's requirement, satisfy or perform desired functions and comply with RBI guidelines also. The offer may not be evaluated and/or will be liable for rejection in case of non-submission of make and model of the items offered. All the features noted below are MANDATORY.

87. Annexure E: Technical Qualification Requirement

Sl.no	Criteria	Maximum Score	Marks Obtained
1	Company strength & competency in this type of products	10	
	a) Turnover Rs 10 Crores or above and profit/positive net worth in any two consecutive years	(5)	
	b) Turnover Rs 10 Crores or above and profit/positive net worth in three consecutive years	(10)	
2	Solution Technology strength in terms of architecture, scale-ability, reliability, portability, performance, power requirement, space requirement, End-to-End automation etc.	20	
3	Solution functionally, features, GUI, navigation, and ease of use etc (including the mandatory functionality Reports/Dashboard)	20	
4	Bidders experience in implementing Proposed technology for last 3 years in large organizations		
	a) in Public Sector Banks & Govt. Organizations(Maximum 4@5 each)	20	
	b) in Private Banks / Foreign Banks(Maximum 4 @2.5 each)	10	
5	Customer Feedback / Site Visit	10	
6	Bidder offering product in compliance to Make In India notification issued by GOI (CERTIFICATION FOR LOCAL CONTENT)	10	
	Total	100	

Minimum Marks for qualification : 75 (75% of 100)

Please note bidder has to provide all the functionalities as mentioned in this Annexure.

Implementation Guidelines:

The Central Server provided by Bank will be located at Central locations (DC & DR) identified for the purpose, as decided by the Bank.

The Bank will adopt the HUB & SPOKE model and/ or Star Model for implementing MMS and data handling. The hub centre being one Nodal Branch and spoke centre being each Service Branch / Service branches having scanners (CTS/Flatbed).The Bank will identify a nodal Branch (hub centre) for Mandate processing and required interaction with NACH portal.

Scanning functionality to identified branches/ all branches where CTS scanners and/or flatbed scanners (different make and models) are available.

The data entry may be done in the web based application directly by the said branches and stored in the central data base. The Nodal branch will process the same and transmit the same to NPCI. The offered solution shall support this process.

Individual transaction based API integration/ ISO 8583 to take place between CBS and the proposed solution. Therefore the solution should have direct interface with CBS for processing.

The Bank looks for a host to Host model for transmission of files with NPCI automatically as stipulated by NPCI.

All data entry and scanning work will take place at the Branches/ Service Branch/ scanning centers.

All data entry job will be done by our staff / outsourced people at scanning centres.

Data from scanning centres will travel to the truncating branch online/stored

88. Annexure-F: Manufacturer's Authorization Form (MAF)

No. _____ dated _____

TO

Dear Sir,

Tender Reference No. _____

We _____ who are established and reputable manufactures of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer for our _____ model.

We confirm that our company (as a single unit, not the group) has had a turnover of at least Rs.10 crores of last three financial years (i.e. 2018-19, 2019-20 and 2020-21). We also confirm that we made profit in years in last three financial years.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case of M/s _____ is out of service due to any reason, we will make alternative arrangement for the service and maintenance of our product on same terms and condition.

Yours faithfully,

(Name)

For and on behalf of

M/s _____

(Name manufactures)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

89. Annexure-G: Details of Track Record

Name of the Bidder _____

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

Date: _____

Place: _____

90. Annexure-H: Commercial Bid Format

FORM-I

RFP for Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the -----(solution name), in conformity with the said Bidding documents for the sum of(Rs.....) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver, install and commission the system in accordance with the delivery schedule specified in the Schedule of Requirements/ purchase orders issued from time to time.

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

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

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

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

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

Dated this..... Day of 2021.

(Signature)

(Name) (in the capacity of)

Duly authorized to sign Bid for and on behalf of

COMMERCIAL BID - FORM-II

(FRP for Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years)

Name of the Bidder:

All prices should be mentioned in Indian Rupees The quoted price should be **all-inclusive price** (i.e., including Technical Service Charges, if any, any other applicable duties and taxes, Installation charges, Deliverables and warranty period but excluding GST which will be reimbursed on actual basis against original document of payment. The **total price shall also include Technical/User Manuals, Driver/ Utility Compact Disk, Operating System CDs etc. mentioned against deliverables**) and **shall be applicable uniformly to any part of the country in case Bank prefers to place repeat orders for different locations**. No additional charges/ management fee of any kind will be reimbursed. The Bidder is required to guarantee that exchange rate fluctuations will not affect the Rupee value of the commercial bid, over the validity period of the bid and the contract period.

Price of Solution:

Sr. No	Particulars	Remarks	Cost (Actual In Rs.)
1.	Application Software (Corporate Licence)	Integrated Software System CORPORATE LICENCE(Please refer to Scope & requirement clauses of the RFP for details) including Customization and 1 year warranty	T1
2.	Database (Optional)		T2
3.	Implementation	Implementation at DC & DR (including master data uploading and application hosting at Bank of Maharashtra's web server)	T3
4.	Annual Technical Support (ATS)	Annual Technical Maintenance (ATS) for 2 nd year, 3 rd year, 4 th year & 5 th year	T4
5.	Miscellaneous Costs	(if any)	T5
TCO (Total Cost of Ownership)		T1 + T2 + T3 + T4 + T5	

1. Total Cost of Ownership to the Bank will not change due to exchange fluctuation, and import duty etc. during contract period of 5 years.
2. The ATS cost per year will not change during the contract period of 5 years. The Goods & Service tax on ATS will be paid by the Bank at applicable rate from time to time.
3. Any Price Bid not in conformity with the above format or incomplete in any respect will be rejected / disqualified by the Bank.
4. The Software application will be installed by the bidder at the locations prescribed by the Bank.
5. The TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.
6. Bids submitted with counter condition / assumption will be rejected by the Bank.
7. Bank reserves the right to reject all or any of the Bids submitted without assigning reason to the Bidders.

Note: - Rates quoted above should include all taxes, levies, duties, insurance, transportation, freight, royalties, Installation and commissioning charges, if any, etc. but excluding GST which will be reimbursed

on actual basis against original document of payment. No additional call charges or labour charges are payable when spares are replaced.

We confirm that above commercials quoted and all the Terms and Conditions of the Contract contained in RFP dated ----- for Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years are acceptable to us.

Dated this.....day of.....2021

(Signature)

(Name)

(In the capacity of)
Duly authorized to sign Bid

Nos. are indicative only to arrive at the L1. Actual deployment will be as per requirement of the Bank.

91. Annexure-I: UAT Details

The following text describes UAT procedure to be followed by the supplier and inspection support expected.

1. The bidder must keep the UAT setup, ready for inspection, along with its accessories/ documentation:
 - Software for Mandate Management System
 - Managed Services Centre
 - Details of OS, Application software, Middleware etc. used for integration of Mandate Management System/Bank's switch/ Managed Services Centre /Cash Reconciliation Set up
2. Otherwise, bidder can also arrange a visit for the Bank's official to the place of their existing client to show the Services for Mandate Management System of NPCI related Systems.
3. The bidder should ensure availability of trained technical/support staff at the inspection site for efficient handling during the inspection.
4. The solution will be accepted after successful completion of UAT and its observation are complied.

92. Annexure-J: Format For Pre Bid Queries

A) Queries Related to RFP

RFP 042021-22		Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years			
BIDDERS NAME					
Sr no	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions

B) General queries Related to RFP

RFP 042021-22		Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years	
BIDDERS NAME			
Sr. No.	General Query related to RFP		Comment / Suggestions

93. Annexure-K: Performa for BID Security Declaration

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

To
Deputy General Manager,
Information Technology Department
Bank of Maharashtra
IT Dept, Head Office,
Lokmangal, 1501, Shivajinagar, Pune – 411 005

SUB: Bid Security Declaration
REF: YOUR RFP NO: dated DD/MM/YYYY

Dear Sir,

This has reference to your RFP for Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years in your Bank. We _____ (bidder Name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

The bidder withdraws/modifies his tender after processing date i.e. Last Bid Submission Date, but before acceptance of the PO issued by Bank.

If any statement or any form enclosed by us as a part of this bid turns out to be false/ incorrect at any time during the period of prior to signing of Contract.

In case of us becoming successful bidder and if:

- 1 We fail to execute contract within the stipulated time.
- 2 We fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.
- 3 The bidder violates any of the provisions of the terms and conditions of this tender specification.

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

94. Annexure-L: Format A - Compliance Agreement

We communicate our unconditional acceptance to the following terms and conditions of RFP 042021-22

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 042021-22 for Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework; hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule and cancel the RFP.
11. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

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

Name:

Stamp:

Date:

Designation:

Place: Pune

Organization:

Signature:

95. Annexure-M: Non-Disclosure Agreement

(On stamp paper of relevant value)

This Non-Disclosure Agreement is made and entered into at this__day of____2021

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

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

WHEREAS, Bank called for Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years at various locations across the country. M/s after going through the Bid Documents and being interested to act as System Integrator/Service provider for Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years, has submitted its Bid.

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

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

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, bidders, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) Treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information shall survive forever.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

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

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

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

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

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

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

Indemnity: The System Integrator/Contractor shall defend, indemnify and hold harmless Bank, 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 System Integrator/Contractor. 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 System Integrator/Contractor, in the course of discharge of its obligations under this Agreement.

The provisions hereunder shall survive termination of the Contract.

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

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

96. Annexure-N: Eligibility Evaluation

Sl.	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
1.	Certificate of Incorporation (The Company should be Registered Company in India for a minimum period of 3 years)		Mentioned the Date
2.	Proof saying that the Bidder should be in the business of Mandate Management System of NPCI related Systems in India for a minimum period of three years as on the bid submission date.		
3.	Balance Sheets – 2018-19 2019-20 2020-21 (Turnover of the bidder should be at least Rs.10 Crore per year)		Turnover : Rs in Lakhs)
4.	Net Profit and Net worth figure 2018-19 2019-20 2020-21 (Should be in profit or positive net worth in any two of preceding three years.)		Net Profit and Net worth (Rs in Lakhs)
5.	The bidder should have ready available software for mandate management system activities covering features outlined in the RFP.		
6.	Self-declaration for not being blacklisted for the last 5 years		
7.	Proof for having ISO 90003:2018 certification. If the organization units are outside India, it should meet equivalent international standards. Relevant proof should be submitted		
8.	Self-declaration/certification stating that the Bidder is not having any legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or any sub-Bidder / third party or its team members by any statutory or regulatory or investigative agencies. Bidder to submit self-declaration in this regard.		

Sl.	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
9.	Submission of the integrity pact in Rs.600 stamp paper after duly signing (Including Witness)		
10.	If the bid is submitted by an Authorized distributor / representative / Dealer / Channel Partner, the Original Equipment Manufacturer (OEM) shall certify that the dealership / channel partnership arrangement with the bidder is currently in force. A copy of the same shall be enclosed.		
11.	The Original Equipment Manufacturer (OEM) shall submit a letter through the authorized dealer/ channel partner, participating in the tender process, that they shall honour the warranty/Annual Maintenance contract commitments independent of continuation of the dealership/ channel partner arrangement with the authorized dealer/ channel partner.		
12.	List of Support Centers across the Country.		
13.	Proof for having minimum 3 year of experience in undertaking the activities of Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems of PSU/ Non-PSU scheduled commercial Banks for the last three year from the date of issuance of this RFP		
14.	Proof of Original Equipment Manufacturer (OEM) / distributor/ authorized distributor/representative who should meet all above eligibility criteria.		
15.	The bidder should be able to provide efficient and effective support at all locations so as to meet 24*7 hrs service support with maximum 1 hrs response time – A commitment to this effect should be furnished.		

Software/ Solution Technical Eligibility Mandatory Requirements			
Module-1 <u>MANDATE MANAGEMENT AND NACH BASED FILES</u> (Dr/Cr) PROCESSING		Mandatory	Vendor's Compliance (YES/NO) & Remarks
1.	The solution should be able to handle the mandate management both for inward and outward.	Mandatory	
2.	The solution should provide in-built encryption and decryption functionality.	Mandatory	
3.	The solution should have in-built digital signer tool to do digital signing using digital signature available on USB token or file.	Mandatory	
4.	The solution should be able to pull and push the files from NPCI to local server and vice versa without any manual intervention.	Mandatory	
5.	The solution should be able to handle the NACH files and pull and process the same after the verification of mandate logic and financial transaction should be pushed to CBS through API level / ISO 8583 integration and be able to pull the response back and update the status. The final response file thus created should be encrypted and digitally signed then pushed back to NPCI.	Mandatory	
6.	The solution should be able to handle all variants of financial files received from/to be remitted to NPCI as sponsor/destination. It should be able to generate status of each file separately and the same can be remitted to corporate client.	Mandatory	
7.	The solution should be able to handle the reconciliation of the all the financial transaction on daily basis and generate report as required by bank.	Mandatory	
8.	The solution should be able to capture all type of response received from NPCI server and update the same in local database.	Mandatory	
9.	The solution should be web enabled solution, with no download of any other software required on any client machine (That is to run the solution, the browser should be sufficient - an URL based solution).	Mandatory	
10.	The proposed solution should be a centralized, integrated, uniform and standardized solution to be accessible across all Branches/offices of The Bank through Bank's intranet.	Mandatory	
11.	Bank seeks the perpetual Licence at Enterprise level for the Branch user without any constraint. Bank may extend this feature to corporate clients / sub-member Banks without any additional cost to bank.	Mandatory	
12.	The user interface of the solution should be simple and intuitive.	Mandatory	
13.	The solution for end to end mandate management and transaction on NACH platform should be readily available with the bidder/OEM	Mandatory	
14.	The solution should have error and exception handling mechanism to find the exact reason for an error. The error message should be user friendly.	Mandatory	
15.	The solution should be as approved by NPCI and meeting all the requirement as change/amended by NPCI time to time without any additional cost to bank.	Mandatory	

16.	The solution should be capable of interacting with open database and can be install open operating system.	Mandatory	
Module-2 Other Important Functionalities			
1.	SMS alerts to Customers on Mandate on account of Registration/Amendment/Cancellation of mandates using SMS gateway of Bank.	Mandatory	
2.	The Proposed System includes a charge master which helps sponsor and payer/destination banks to charge originators and payers respectively for Mandate registration and periodical transactions and should be able to pass the financial entries in CBS account wise using API / ISO 8583.	Mandatory	
3.	Facility of Sending E-mail to the customer is also required using integration of bank E-mail server.	Mandatory	
4.	MIS/Dashboards is required Bank as a whole/Head office wise, Zone wise and Branch wise for monitoring Mandate status.	Mandatory	
5.	System should be capable of providing sufficient security so that no file is processed more than once.	Mandatory	
6.	All the necessary Operation Manuals (Job Cards) are required to be provided for Service Branch as well as for Nodal Branch and for DBAs for carrying out day to day activities.	Mandatory	
7.	The bidder should also provide the detail architecture of the whole system and database schema and logical flow of the technical flow diagram of the processes running in the system.	Mandatory	
8.	The vendor should provide admin related activities to be carried to maintain the software and data base.	Mandatory	
9.	The solution should provide a facility for processing mandates as per the process flow as depicted hereunder	Mandatory	
Module-3 Functionalities required from the solution			
1.	All the scanning centers should be operational in an on-line real-time mode i.e. the scanning centers will be connected to the central server on an online real time basis. The data shall reside on central server for all transactions.	Mandatory	
2.	The solution should provide facility for capturing the data in respect of Mandate registration (sponsoring Bank) through data entry module/screen/format. Such data capturing would be done at Head Office/Service Branches/Branches having scanning facility using the proposed application software. The data shall be stored in the Central server on a real time basis.	Mandatory	
3.	Similarly the data for periodical collection/demand of the so registered mandates will be processed in the proposed application software and will be submitted to NPCI as per the process prescribed by them such as digital signature and XML format etc.	Mandatory	
4.	Inward file is received (destination Bank) in respect of Mandate registration the service branch will process the same in the proposed application software and the application software will support processing of said digitally signed/XML files. The acceptance will be done using the proposed application software.	Mandatory	
5.	Similarly while inward file is received (destination Bank) in respect of Transaction processing the service branch will process the same in the proposed application software and the application software will support processing of proposed	Mandatory	

	digitally signed/XML files. The application software should provide the transaction based integration with CBS and updating status such transaction in local database.		
6.	To begin with, the scanning will be from Hub and spokes model where in Branch Office /Service branches will scan the mandates and data stores in Nodal branch in real time. Such being the case the proposed application should be compatible with all CTS and Flatbed scanners available in the market without any additional installation and plug-in.	Mandatory	
7.	Bank is looking forward for scanning from selected branches using Flat bed scanners provided to branches. In such case the vendor shall make compatible the flat bed scanner by providing required API.	Mandatory	
8.	The application should have user-friendly and powerful querying mechanism and help effective information fetching (data & image) based on The Bank defined parameters, processing logic, rules and criteria.	Mandatory	
9.	The application must have facility for uploading the data in batches as per NPCI time windows.	Mandatory	
10.	The solution should impose maker & checker concept for all the transactions and sufficient audit trail has to be maintained.	Mandatory	
11.	The right to allow restrict or limit the use of any functionality (including admin functionality would be at Bank's control.	Mandatory	
12.	The application shall be able to do single sign on facility using Active Directory Services so that the user creation/assignment of role and responsibility and generation of required reports go smooth.	Mandatory	
13.	Provision for adequate reports/MIS, at Corporate/Administrative/ Head Office/Zonal Office/Branch level for smooth reconciliation monitoring purposes, to track the progress of all Mandates registration and its related transactions etc.	Mandatory	
14.	The solution should be capable of considering the Branch ID (5 digits) and printed serial number of the mandate (6 digits) for the data entry purposes. The combination of which will create uniqueness of the mandate. Also the reports should be available Circle wise/Zone wise/Branch wise. It is to say that the CBS Branch master be used for this purpose.	Mandatory	
15.	The solution should generate the NPCI required file format for manual upload to begin with but should support Host to Host interface with NPCI.	Mandatory	
16.	The proposed solution should have the capability for representation of the failed Mandate /returns in ACH System. For eg. Returned for insufficient funds etc. System should be capable of repeat presentation/iteration after a reasonable interval till its realisation.	Mandatory	
17.	A flag with regard to returned records marking consecutive returns more than 3 (three) times (or more as per NPCI rule) should be available so that the bank can isolate such records for further action.	Mandatory	

97. Annexure-O: Pre Contract Integrity Pact

1. General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made at Pune on ____ day of month of _____ 2021, between on one hand, Bank of Maharashtra through authorized official Shri. _____, General Manager, Information Technology Department, Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, and having its Head Office at 1501, "Lokmangal" Shivajinagar, Pune- 411005 (hereinafter referred to as "Buyer" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the ONE PART and

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

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

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

NOW, THEREFORE,

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the BUYER:

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

- b. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
- c. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- d. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. COMMITMENTS of BIDDERS

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

- a. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
- b. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
- c. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- d. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- e. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
- f. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- h. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- i. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans,

- technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - k. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - l. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
 - m. The term 'relative; for this purpose, would be as defined in Companies Act 1956 / Section 2(77) of The Companies Act 2013.
 - n. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- a) The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- b) The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. BID Security declaration:

Bid Security declaration must accompany all tender offer document as specified in this tender document. It should be in separate cover to be handed over to the department

6. Sanctions for Violations:

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

- a. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- b. The Bid Security declaration (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- f. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

- g. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of 5 (Five) years, which may be further extended at the discretion of the BUYER.
- h. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- i. In cases where irrevocable letter of credit has been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- j. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

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

8. Independent Monitors:

- a) The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- b) The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- c) The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- d) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- e) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- f) The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- g) The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- h) The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11. Other Legal Actions:

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

12. Validity:

- a. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- b. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- c. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer:
Designation:
IT Department
Bank of Maharashtra

(Office Seal)

Place Pune
Date / /2020

Witness:

1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

BIDDER
CHIEF EXECUTIVE OFFICER
(Office Seal)

Witness:

1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

98. Annexure-P: Undertaking of Information Security

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

To
The Deputy General Manager,
Information Technology,
Bank of Maharashtra
IT Dept, Head Office,
Lokmangal, 1501, Shivajinagar,
Pune – 411 005

Sir,

Sub: RFP for Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years

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

Yours faithfully,

Authorized Signatory

Name:
Designation:
Bidder's Corporate Name Address
Email and Phone

99. Annexure-Q: Format For Technical Evaluation

We understand the functional requirement and technical specifications given in RFP no. 042021-22. We submit the compliance as under: -

Sl.no	Criteria	Maximum Score	Marks Obtained
1	Company strength & competency	10	
	a) Turnover Rs 10 Crores or above and profit/positive net worth in any two consecutive years	(5)	
	b) Turnover Rs 10 Crores or above and profit/positive net worth in any three consecutive years	(10)	
2	Solution Technology strength in terms of architecture, scale-ability, reliability, portability, performance, power requirement, space requirement, End-to-End automation etc.	20	
3	Solution functionally, features, GUI, navigation, and ease of use etc (including the mandatory functionality Reports/Dashboard)	20	
4	Bidders experience in implementing Proposed technology for last 3 years in large organizations		
	a) in Public Sector Banks & Govt. Organizations(Maximum 4@5 each)	20	
	b) in Private Banks / Foreign Banks(Maximum 4 @2.5 each)	10	
5	Customer Feedback / Site Visit	10	
6	Bidder offering product in compliance to Make In India notification issued by GOI (CERTIFICATION FOR LOCAL CONTENT)	10	
	Total	100	

We confirm that above quoted and all the Terms and Conditions of the Contract contained in RFP dated --
----- for Supply, Deliver and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years are acceptable to us.

Dated this.....day of2021

(Signature)

(Name)

(In the capacity of) Dully authorized to sign bid

100. Annexure-R: Guidelines, Terms & Conditions, Process Flow For E-Procurement Auction

Introduction:

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

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

a. APPLICABILITY:

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format - T (This format will be given by the service provider prior to announcement of Reverse Auction.)
- ii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

b. ELIGIBILITY:

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

c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

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

d. TRAINING:

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

e. DATE/ TIME FOR TRAINING:

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

of selection of bidder.

f. DATE/ TIME OF REVERSE AUCTION:

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

g. CONDUCT OF REVERSE AUCTION:

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

h. PROXY BID:

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

i. TRANSPARENCY IN BIDS:

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

j. MASKING OF NAMES:

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

k. START PRICE:

- i. Bidders will fill the unit cost of the line items mentioned in ANNEXURE-H OF RFP 042021-22 before the start of the bidding time of this document. Once the bidding time starts the system will show the TCO of ANNEXURE-H OF RFP. This total value is taken as the start price of the bidding process.
- ii. DECREMENTAL BID VALUE
- iii. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.1,00,000/-.
- iv. The bid decrement value shall be in multiples of Rs.,1,00,000/-.
- v. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- vi. Decremental value will be appropriated across the line items of ANNEXURE-H OF RFP proportionately by the system.

I. REVERSE AUCTION PROCESS:

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

m. EXPENDITURE ON REVERSE AUCTION:

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

n. CHANGES IN BUSINESS RULES:

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

o. OTHER INSTRUCTIONS:

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

p. ERRORS AND OMISSIONS:

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

2. Terms and conditions of Reverse Auction:

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in **ANNEXURE-H OF RFP** to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- k. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP 042021-22 as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- l. Only those bidders who are technically qualified and competent to provide the required solution as per RFP 042021-22 are only eligible to participate in Reverse Auction Process.
All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.

101. Annexure-S: Compliance Statement for Reverse Auction

(To be submitted by all the bidders participating in Reverse Auction)

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

Sub: RFP NO: 042021-22 for Supply, Installation and Maintenance of Software for Mandate Management System of NPCI related Systems for 5 years dated:

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

- 1 We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- 2 We hereby undertake and agree to abide by all the terms and conditions stipulated by Bank of Maharashtra in the RFP document including all annexures and the Business Rules for Reverse Auction.
- 3 We shall participate in the on-line auction conducted by (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.
- 4 We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which Bank shall forfeit the Bid Security declaration. We also understand that the Bank may debar us from participating in future tenders.
- 5 We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
- 6 We accordingly authorize Bank and/ or the reverse auction company to issue user ID and password to the above named official of the company.
- 7 Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
- 8 We, hereby confirm that we will honour the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which Bank reserves the right to initiate appropriate action as specified in BID security declaration. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.
- 9 We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Place:

Date:

Seal and signature of the bidder

102. Annexure-T: Performance Bank Guarantee

(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

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

Bank Guarantee No. : _____
Amount of Guarantee : Rs. _____/-
Guarantee Valid up to:
Last date of lodgment of claim:

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

Whereas Service Level Agreement dated _____ 20__ (hereinafter called the "**Contract**") for Rs. _____/- (Rs. _____ only) and PO/LOI issued subsequently as per the terms of SLA dated _____ placed by the Beneficiary Bank on M/s _____, having its Head Office at _____ and a branch office at _____ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor has to Supply, Installation, Maintenance of Software for Mandate Management System of NPCI Related System (Capex Model) as per the Service Level Agreement referred hereinabove.

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

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:-

In consideration of Bank of Maharashtra, the beneficiary bank, having Service Level Agreement dated _____ 20__ for Rs. _____/- (Rs. _____ only) Service Level Agreement on M/s _____, having its Head Office at _____ for Supply, Installation, Maintenance of Software for Mandate Management System of NPCI Related System (Capex Model) as per the Service Level Agreement referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:

- a) To indemnify and keep indemnified the beneficiary bank for the losses and damages that may be caused to or suffered by the beneficiary bank in the event of non-performance of whatever nature on the part of the contractor in discharging their contractual obligations under the said contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. _____/-

(Rs. _____ only) without demur and without Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary Bank shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.

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

“Notwithstanding anything contrary contained in any law for the time in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.”

Notwithstanding anything contained herein:

- a) The Bank's Liabilitynot exceed Rs._____ (Rupees _____).
- b) This Bank Guarantee shall be valid up to _____.
- c) Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before _____ (date of expiry of the Guarantee).

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

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

SEAL

Code No. SIGNATURE

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

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

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

Explanation-

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

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

104. Annexure-W-Model Certificate format for tender participation to be submitted by bidders

To

Deputy General Manager

Information Technology Department

Bank of Maharashtra

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

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

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address

Email and Phone