

Bank of Maharashtra

(One Family... One Bank... Mahabank)

Request for Proposal For Supply, Implementation and Maintenance of IT Asset Management Solution

TENDER REFERENCE # RFP – 012019



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

Cost of Tender Document: Rs. 11,800 /-

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Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. Bidder means the respondent to the RFP document.
3. RFP means the Request for Proposal document
4. IT means Information Technology
5. CBS means Core Banking Solution implemented in the Bank
6. ITAM means Information Technology Asset Management
7. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'.
8. Bidder / Respondent – signifies those who purchase this tender document and submits response to it.

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

1. Invitation to the Tender

This is to inform that Bank of Maharashtra (BoM) invites sealed tenders for Technical bid and Commercial bid from eligible bidders to provide IT Asset management solution as per the requirements mentioned in this RFP.

The bidders are expected to examine all instructions, forms, terms, Bill of Material, project requirements and other information in the RFP documents. Failure to furnish all information required as per the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit.

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

Important information regarding Bid submission

Tender Reference	012019
Price of Tender copy	Rs.10,000/- + Rs. 1,800/- (GST) = Rs.11,800/- *#
Date of commencement of issue of tender document	03/07/2019
Date of closure of tender document	24/07/2019 up to 14:00 hrs.
Bid Security Deposit (EMD)	Rs.5,00,000/-
Queries to be mailed by	10/07/2019 up-to 17:00 hrs
Queries to be mailed to	dipak.nil@mahabank.co.in saikat.das@mahabank.co.in nishant.rao@mahabank.co.in
Pre Bid Meeting **	12/07/2019 at 11:30 hrs.
Last Date and Time for receipt of tender offers	24/07/2019 up to 14:00 hrs.
Date of opening of technical bids	24/07/2019 at 16:00 hrs.
Date of opening of commercial bids	Will be informed to technically qualified bidders separately
Address of Communication	Deputy General Manager, Information Technology Bank of Maharashtra IT Department, Head Office, "Lokmangal" 1501, Shivajinagar PUNE – 411 005.
Contact Telephone Numbers	(020) 25614379 / 423
E-mail Id	agmitd@mahabank.co.in
Website	www.bankofmaharashtra.in

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

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

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

The copy of RFP document may be obtained during office hours on aforesaid working days in person by paying an amount of Rs. 11,800/- (Non Refundable) inclusive of GST by way of Demand Draft / Pay Order favoring "BANK OF MAHARASHTRA" payable at Pune. The Bank reserves the right to reject any or all offers without assigning any reason.

Please note that the prospective bidder needs to purchase the tender document from Bank and is invited to attend the pre bid meeting on above date and time at Bank of Maharashtra, Head Office, Pune. In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. However, in order to participate in the pre-bid meeting, that tender document must be purchased by the prospective bidder.

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

Tender offers will be opened in the presence of the bidder's authorized representatives accompanied with authority letters and KYC, who choose to attend the opening of tender on the above-specified date, time and place.

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

General Manager
Information Technology

2. Introduction

Bank of Maharashtra (BoM) is a public sector bank with a standing of more than 84 years. It has a three-tier organizational set-up consisting of branches, Zonal Offices and Head Office. Bank of Maharashtra, a leading Public Sector Bank has more than 1832 fully computerized branches spread across the country. In the state of Maharashtra, itself, it has about 1000 branches, the largest network of branches by any Public Sector Bank in the state. Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters.

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

Bank intends to procure an IT Asset Management (ITAM) solution through this RFP. The successful bidder shall be responsible for supply, implementation and maintenance of ITAM solution for the period of contract which would include solution implementation and five years support. The support period would start from the date of ITAM installation and commissioning acceptance by Bank including DC, DRC and other stipulated locations of Bank and would comprise 1 year of warranty and 4 years of ATS. Bidder is also required to provide Facility Management services for the tenure of the contract. Asset information/data at DRC should be in-sync with asset information at DC at any given point of time and vice-versa.

This RFP document has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') to select a bidder for supplying, implementing and maintaining ITAM solution for the tenure of contract.

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

2.1 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information,

falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

2.2 Information Provided

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

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 terms and conditions as this original

2.3 For Respondent only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organization/ PSU/ Private/ Public Limited/ Partnership/ Proprietorship firm and should be a Registered Company under Companies Act 1956/2013, India and no other person or organization.

2.4 Costs Borne by Respondents

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

2.5 No legal relationship

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

2.6 Recipient obligation to inform itself

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

2.7 Evaluation of offers

Each Recipient acknowledges and accepts that Bank may, at its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

2.8 Errors and Omissions

It is understood, acknowledged and agreed that while this RFP includes specific requirements and specifications for the Work, the Bank shall not be held liable for any errors or omissions in any part of the Bid Document. While the Bank has used considerable effort to ensure an accurate representation of information in the Bid Document, the information contained in the Bid Document is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Bank, nor is it necessarily comprehensive or exhaustive. Nothing in the Bid Documents is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Bid Documents.

There will be no consideration of any claim, after submission of Bids, that there is a misunderstanding with respect to the conditions imposed by the Contract. If a Proponent finds discrepancies in, or omissions in the bid document, or is in doubt as to their meaning, the Proponent shall notify the Designated Official in the Bank, who reserves the right, for any reason to issue a written addendum/ corrigendum to Proponents at any time prior to the Bid closing. Addenda/corrigenda issued during the RFP period shall be construed as part of RFP.

The Bank will assume no responsibility for oral instructions or changes.

2.9 Acceptance of terms

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

3. RFP Response terms

3.1 Lodgment of RFP Response

Tender Fee

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

RFP Closing Date

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

Only one submission permitted

Only one submission of response to RFP by each Professional/Bidder will be permitted. The RFP application shall be accepted by the Bank only in the original, and the same shall not be accepted if the required details are filed in photocopy of the RFP document or sent through facsimile.

3.2 Registration of RFP Response

Registration of the RFP Response will be effected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP Response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail/Fax, the RFP Response is liable to be summarily rejected. All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

3.3 Late RFP policy

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

3.4 RFP Validity period

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

3.5 Contract period

The contract with the selected vendor will be valid for a period of 5 years from the date of placing purchase order. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed,

implemented, tested and accepted along with the associated documentation provided to Bank's employees; as per the requirements of the contract executed between the Bank and the Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period.

3.6 Requests for information

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

3.7 Notification

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

3.8 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. by the bidders will lead to disqualification.

3.9 Language

The RFP Response prepared by the Respondent as well as all correspondence and documents relating to the RFP exchanged by the Respondent with the Bank and supporting documents and printed literature shall be in English language only.

3.10 Formats of Bids

The Respondents should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the organizations with which the Respondents have rendered their services for execution of similar projects.

3.11 Timeframe

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

Bank reserves the right to vary this timeframe, at its absolute and sole discretion, and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process.

The time schedule will be strictly followed. Interested parties should adhere to these timelines. However, Bank reserves the right to change the aforementioned timelines, at its discretion and any objections raised against such charges shall not be entertained.

3.12 Application Money

Bidder has to submit demand draft for Rs. 11,800 (Rupees Eleven Thousand Eight Hundred Only) issued by any scheduled commercial bank in India, in favor of the 'Bank of Maharashtra', payable at Pune towards cost of this RFP document. The same has to be submitted along with the bid. This is non-refundable. However, if the bidder/s wish to attend the Pre-Bid Meeting, the cost of the RFP document is to be paid at the time of Pre-Bid Meeting itself.

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

Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs. Applicable guidelines for PPP-MII Public Procurement (Preference to Make in India), from time to time.

3.13 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 - 13 along with Conformity to Eligibility Criteria. Those bids which do not contain 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 of 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. Nilmoni Bhakta Address -A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A Nerul, Navi Mumbai, 400706 Email -nilmoni.bhakta@gmail.com	Shri. Madan Lal Sharma Address -K-23, Jangpura Extention New Delhi Email -ml.sharma1965@yahoo.com
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3.14 Annexure Seeking Response for Evaluation

A detailed set of annexure is provided to the bidder for formulation of responses. These annexures would assist Bank in effectively normalizing the bidder's response for various areas including bidder's qualification criteria, technical requirements, commercial proposals etc. The list of such annexure is provided in the table below:

Annexure Number	Name of the Annexure
Annexure 1	Technical Requirements
Annexure 2	Technical Bid Format
Annexure 3	Conformity with Hardcopy Letter
Annexure 4	Conformity Letter
Annexure 5	Eligibility criteria compliance
Annexure 6	Cover Letter
Annexure 7	Application Management Services
Annexure 8	Pre-bid Query Format
Annexure 9	Bid Security Form
Annexure 10	Commercial Bill of Material
Annexure 11	Compliance to Reverse Auction
Annexure 12	List of Deviations Requested
Annexure 13	Pre Contract Integrity Pact
Annexure 14	Manufacturer Authorization Form
Annexure 15	Resource Deployment Plan
Annexure 16	Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction
Annexure 17	Past Experience
Annexure 18	Performance Bank Guarantee

Annexure Number	Name of the Annexure
Annexure 19	Non-disclosure Agreement
Annexure 20	Undertaking of Information Security
Annexure 21	Compliance Agreement

4. Project Details

4.1 Purpose

Bank intends to gather detailed inventory of hardware and software assets deployed at various offices/ branches of the bank and strategically track and manage the IT assets more effectively throughout their lifecycle.

Bank envisages procurement, implementation and maintenance of an IT Asset Management (ITAM) solution. Accordingly, Bank invites technical and commercial proposals from eligible bidders, having proven past experience and competence in procurement, implementation and maintenance of ITAM solution.

Proposed implementation services include, but not limited to, customization and parameterization, testing, installation, production roll-out and go-live. Implementation for the proposed solutions across all the branches/HO/ZO locations will be done by the bidder.

4.2 Project Scope

Bidder is required to supply, implement, maintain and support a solution an IT Asset Management solution. Bidder's project scope includes, but not limited to:

- 1) Design, supply, install, customize/ develop/test and maintain an ITAM solution (all relevant application(s)/ software license(s))
- 2) Prepare all process documents required for operation & maintenance of the ITAM solution in the Bank
- 3) Provide interfaces required to integrate the solution with other banking systems and applications
- 4) Deploy the solution on virtualized environment
- 5) Provide requisite training to Bank-identified trainers and core users (using Train the Trainer model)
- 6) Provide hand-holding support during roll-out
- 7) Design, size and create a detailed Bill of Material for hardware required to operationalize the proposed solution. Bidder needs to ensure that the proposed sizing caters to the solution during the tenure of the contract, failing which, Bidder needs to provide additional hardware without any additional cost to the Bank
- 8) Provide project management services till implementation and Facility Management support for the tenure of the contract
- 9) ITAM solution should have application whitelisting & blacklisting capabilities on various OS such as AIX, Linux, Windows OS, Linux, Cent OS, iOS, Android etc.

Requirement of Whitelisting & Blacklisting capabilities

As per RBI's Cyber Security Framework, implementing whitelisting of authorized applications/ software/libraries, etc. This solution shall be used to prevent unauthorized programs, applications, and application components (libraries, configuration files, etc.) from executing or installing on a host. The purpose is primarily to protect computers, servers and networks from harmful applications, and, to a lesser extent, to prevent unnecessary demand for resources.

For blacklisting capability, solution should able to blacklist/block access for particular software, executable or file based on description and hash value on various OS such as AIX, Linux, Windows OS, Linux, Cent OS, iOS, Android etc

A) Bank envisages below outlined indicative functionalities for the proposed ITAM solution:

- Proposed ITAM solution should be based on latest ITIL standards, should provide web access interface to the users at various levels (e.g.: Branch user, Zone level user, Corporate level users)
- Proposed ITAM solution should support agent less and agent based OS, hardware, systems, services, application discovery
- Proposed ITAM solution should have a configuration wizard
- Proposed ITAM solution provider should help in preparation of Asset Management policy for Bank
- Proposed ITAM solution should have a centralized integrated Configuration Management Database (CMDB) for the Asset Management solution as a whole
- Proposed ITAM solution should support real-time LDAP and Active Directory integration with incorporation of LDAP groups for labels
- Proposed ITAM solution should support various discovery protocols based on network range, AD domain, LDAP directory structure and SNMP enabled devices
- Proposed ITAM solution should generate complete inventory of hardware, software, etc. along with timestamp
- Proposed ITAM solution should perform discovery of assets i.e. automatically identify the installed/ deployed software, hardware, etc.
- Proposed ITAM solution should be able to track life cycle and disposal of all assets across Bank
- Proposed ITAM solution should be capable of handling, managing and tracking all the assets located at geographically distributed locations
- Proposed ITAM solution should provide diverse range of asset type customization such as text, number, date, timestamp, currency, multi-select, users etc.
- Proposed ITAM solution should identify software and hardware configurations from a central location for complete IT infrastructure spread over a network of branches, ZO's, Admin offices etc.
- Proposed ITAM solution should generate, issue and track purchase orders through web based portal
- Proposed ITAM solution should track maintenance/support contracts and should generate alerts if the contract expires or is going to expire so as to avoid any cancellation/ escalation or late fees
- Proposed ITAM solution should support budgeting, procurement and contract management - Define and add cost centers and track capex and opex budgets annually, quarterly, etc.
- Proposed ITAM solution should be able to perform financial management - invoice reconciliation, track assets cost by cost center, calculate depreciation and cost of assets, etc.
- Proposed ITAM solution should have provisioning of asset cost / AMC on a periodic basis
- Proposed ITAM solution should track number of freeware/procured software licenses
- Proposed ITAM solution should track software assets deployed against the actual available licenses

- Proposed ITAM solution should generate alerts based on breach of license threshold and expiring AMC/ATS
 - Proposed ITAM solution should be able to track refurbished hardware, with details of changes made using the asset lifecycle
 - Proposed ITAM solution should support policy enforcement for restriction of illegal /pirated software as per bank's policy
 - Proposed ITAM solution should be able to whitelist authorized applications/software's/libraries
 - Proposed ITAM solution should be able to blacklist applications/software's
 - Proposed ITAM solution should be able to define policies for removal of the software remotely
 - Proposed ITAM solution should be able to push files, plugins etc. selectively and remotely
 - Proposed ITAM solution should support command firing both centrally and selectively
 - Proposed ITAM solution should support Privilege Management - Head Office level , DC level, Zonal Level, branch level etc. as defined by the bank
 - Proposed ITAM solution should support hierarchy based structure e.g. Head Office/DC->Zones-> branches.
 - Proposed ITAM solution should monitor IT assets by Head Office, DC, zones, branches, etc.
 - Proposed ITAM solution should support MIS reporting and report generation based on Head office, Data centre,zones, branches etc.
 - Proposed ITAM solution should support discovery/management across multiple operating systems such as AIX, Linux, Windows OS, Linux, Cent OS, iOS, Android etc.
 - Proposed ITAM solution should be able to enable/disable USB ports and CD devices
 - Proposed ITAM solution should support batch uploads and offline inventory uploads
 - Proposed ITAM solution should support audit trail functionality
 - Proposed ITAM solution should have support for APIs to share data from the ITAM solution
 - Proposed ITAM solution should support interface with SIEM
 - Proposed ITAM solution should have a comprehensive dashboard customized as per the requirements of Bank
- B) Bidder shall implement the identified solutions including configuration, customization of the products as per the requirement
- C) Bidder shall be a single point of contact for all the services
- D) Bidder shall follow a focused approach for delivering integrated services management
- E) Bidder shall perform management activities such as maintenance contracts, software licenses, Service Level Management and Availability Management
- F) Bidder shall co-ordinate with Bank's existing System Integrator(s) to integrate proposed ITAM solution with existing SIEM solution, server and storage environment, enterprise network, EMS / NMS solutions, security solutions, ticketing tools etc.
- G) Bidder shall provide telephonic and/or electronic mechanisms for problem reporting requests for service, and status updates.

- H) Bidder must ensure about the OEM support timeline for the product offered. The offered solution or any of its module must not get end of support/end of life during the entire contract period. The bidder shall provide the bank all the details of EOL/EOS for the solution procured. Declaration ensuring back to back agreement with OEM for the continuous support during entire contract period needs to be submitted as per Manufacturer's Authorization Form (MAF) enclosed with this RFP.
- I) Bidder shall route non-bidder supported actions to the appropriate service provider within 15 minutes after acknowledgement receipt of the trouble ticket of Bank-supported applications.
- J) Bidder shall track problems from initial call to restoration of service, including problems redirected to non-Bidder service providers
- K) Bidder shall log tickets in the Service Desk Tool on behalf of the users calling service desk over phone or any other electronic mechanisms with the correct category, severity, problem description, user information
- L) Bidder shall log and route calls to the appropriate support team or respective parties in case of issues pertaining to third party vendors
- M) Bidder shall route Service Requests to the appropriate team
- N) Bidder shall notify users of problem status and resolution
- O) Bidder shall monitor systems to proactively determine, diagnose, and resolve problems
- P) Bidder shall receive incidents, service requests, queries, change requests from end-users and IT through agreed modes of communication
- Q) Bidder should escalate issues/ tickets which are going beyond service levels or pertain to vendor's non-performance or delays or pertain to users non-availability or non-cooperation
- R) Bidder should extract agreed and ad-hoc reports from the Service Desk tool and send it to concerned groups/ upload in the reporting portal
- S) Bidder should maintain up-to-date information on the customer contacts, vendor contacts, management contacts, SLA matrix, severity and categorization matrix
- T) Bidder should ensure that the workspace is clean and has all the relevant information (contact details, escalation matrix, etc.) easily retrievable
- U) Refer to Annexure 07 - Application Management Services for a list of services to be provided by the bidder
- V) The successful bidder shall not change any member of the project team during the course of the project without written consent from bank
- W) The successful bidder and the bank will prepare an exhaustive list of reports to be provided as a part of this solution
- X) Bidder has to comply with all the bank's policies (including Cyber Security policy) pertaining to the solution(s) proposed in this RFP. These policies will be shared only with the successful bidder.
- Y) 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
- Z) Bidder needs to provide Exit Management activities including complete documentation and reverse transition at the end of the contract period to the new service provider or in the event of premature termination of the contract
- AA) Bidder needs to design in-scope solutions and services with adequate redundancy and fault tolerance to ensure compliance with SLAs as outlined in this RFP.
- BB) Proposed solution should not have a significant impact on bank's existing infrastructure either during installation or during operation of any / all of the solutions

- CC) Proposed solution should be able to maintain 3 months of logs within the device or server and 5 years online (in SAN).

4.3 Geographical Locations

Location of site will be shared with successful bidder. If bank shifts any of the sites mentioned above (DC / DRC) to a new location, the successful bidder shall provide respective services from the new location.

4.4 Solution Integration with SIEM

It would be bidder's responsibility to integrate proposed solution with the existing SIEM solution to generate alerts for any ITAM violations. Proposed ITAM solution should be able to send logs in an acceptable format to the existing SIEM solution.

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

4.5 Supply of Software Licenses

Bidder should propose an ITAM solution adhering to the technical requirements mentioned in Annexure 01: Technical Requirements. Bidder is required to supply software & licenses for the proposed solution (ITAM) required to operationalize the proposed solution.

Bidder is required to consider the implementation timeline as mentioned in section 4.8. Bidder is required to provide licenses for about 22,000 IT assets. The solution should be scalable to support 30,000 IT assets during the tenure of the contract, however, this is a tentative requirement and final requirement would be shared with the successful bidder during implementation of the proposed solution. Bank may procure additional quantity of licenses during the tenure of the contract on a pro rata basis. Bidder shall note that the delivery of software licenses for various application modules as well as supporting systems shall be staggered and aligned to the implementation timeline.

The following considerations must be taken for supply of software.

1. All software envisaged is required to be on-premises software licensed to Bank
2. Bidder should provide enterprise wide, perpetual licenses for the proposed ITAM application
3. Software supplied must be the latest version of the software supplied by the OEM
4. Beta versions of any software shall not be accepted
5. Proposed solution deployed should be modular, scalable and should be able to address bank's requirements for the next five years, with the deployed hardware
6. Offered solutions must provide 100% of the requirements (Annexure 01: Technical Requirements) as standard feature
7. The successful bidder should provide comprehensive warranty and ATS for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP. The period of warranty shall be of 1 year for the proposed software and application licenses provided by the bidder. The ATS for entire contract duration shall start immediately after warranty period is over.
8. Bidder is also required to quote for supporting application (middleware) (apart from ITAM application) if any and the same will be considered for commercial evaluation
9. The bidder must consider the disaster recovery environment while proposing the software licenses.

10. During the implementation phase of the project, if under-estimation of the software licenses is discovered, the shortfall must be provided by the bidder to Bank at no extra cost to Bank.

4.6 Hardware Sizing

The successful bidder is required to design, size and provide detailed bill of material for the hardware required to operationalize the complete proposed ITAM solution. Bidder is required to size the hardware for 22,000 endpoints, but the hardware should be scalable to support 30,000 endpoints. **The required hardware will be provided by Bank. The bidder are required to provide the hardware sizing only as per bill of material.**

The bidder shall confirm/ certify that the hardware proposed is adequate to fulfil BANK's requirement and is as per the industry best practices. Wherever applicable, the bidder should also get the confirmation from the OEM, regarding the proposed infrastructure landscape provided and hardware sizing proposed.

During the tenure of the contract, in case of any shortfall of software licenses or hardware sized; bidder is required to provide software / hardware at no additional cost to Bank.

Bidder should consider high availability (active-passive) architecture at primary Data Centre and Disaster Recovery Center. The bidder should size the storage considering RAID5 configuration. The bidder should provide the sizing for SAN for keeping 5-year data online. The bidder is expected to provide calculations / logic arrived at the sizing for all appliances/ hardware and its supporting software as part of the response.

The bidder shall ascertain the sizing of the hardware is adequate and will ensure adequate optimization and parameterization exercise to be executed on the proposed software solution to better the system utilization and operating behavior.

The proposed hardware sizing must include:

- 1) Application server(s) – production environment (at both DC and DRC)
- 2) Database server(s) – production environment (at both DC and DRC)
- 3) Web server(s) – production environment (at both DC and DRC)
- 4) Application Server(s) for development and testing environment (only at DC)
- 5) Any other hardware/software component required as part of the solution

Bank will provide space, power for the in-scope solutions. However, bidder is required to mention specifications of virtual environment required to host in-scope solutions.

Bank will provide the network bandwidth for the in-scope application. However, bidder is required to mention the bandwidth requirement for in-scope solution. It is expected that the proposed solution to consume minimal bandwidth, so that it should not impact Bank's day to day business operations.

The bidder will be responsible for the installation of testing and production environment. Bidder shall submit the certificate from OEM confirming the installation.

The bidder shall propose hardware sizing such that at any point in time during the contract period, the average CPU utilization should not exceed 70% at the data center during business hours. In case the average hardware utilization exceeds 70% more than 3 times in a quarter, the additional hardware has to be provided by the successful bidder responding to this RFP to optimize the performance, within the indicated levels, at no further cost to Bank.

4.7 ATS Support

The successful bidder should provide comprehensive ATS for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP. The software should have one year onsite & comprehensive warranty and would commence from date of installation acceptance by Bank. Also, the software should have ATS of 4 years and would commence from date of expiry of warranty.

The Bidder must factor the costs in the Bill of Material accordingly. The ATS support for identified solution(s) should include the following:

- ▶ All minor and major version upgrades during the period of contract at no extra cost
- ▶ Program updates, patches, fixes and critical security alerts as required
- ▶ Documentation updates
- ▶ Banking Business Hours support for ITAM application related malfunctions and ability to log requests online

The Bidder should have back to back agreement with the OEMs for ATS support.

4.8 Project Timelines

Bidder needs to adhere to below mentioned project timeline for implementation of proposed ITAM solution. Non-compliance to these timelines by the Bidder would lead to liquidated damages as stated in this RFP:

Sr. No	Activity	Time Period for completion of the project						
1	a. Project kick-off b. Detailed Project Plan c. On boarding of resources d. Submission of High-level design document, Low-level design document and pre-requisites	Completion of the activities within 2 weeks of issuance of Purchase Order						
2	Supply and delivery of software licenses of all ITAM components at DC and DRC	Procure and Deliver at Bank's DC and DRC within 4 weeks from the date the of issuance of Purchase Order However, license delivery at Bank's location would be solely at Bank's discretion and bidder should deliver licenses only post confirmation from Bank						
3	Installation & implementation of ITAM solution at DC, DRC, Central Office, Zonal Office	Within 8 weeks from date of license delivery						
	Implementation of ITAM solution at all	Post installation	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6

4	offices/branches of Bank	at DC, DRC, HO, ZO						
		Branches	320	320	320	320	320	320
5	Trainings	Within 1 week from the date of completion of installation, configuration and commissioning						

4.9 Implementation

The implementation of the project has to be monitored by product OEM and appropriate support should be provided to the bidder.

- Implementation of the specified solutions and necessary hardware requested by Bank and as per the technical requirement of the solutions which are detailed in Annexure 01: Technical Requirements
- Currently Bank envisages approximately 22,000 endpoints – Desktops/ Laptops – 13,600, Servers – 2,400, Network Devices – 3,500 and ATM's/Kiosks – 2,000 to be covered under IT asset management solution at DC, DRC, NDR, Zonal offices, branches etc. The solution should be scalable to support 30,000 endpoints during the tenure of the contract, however, this is a tentative requirement and final requirement would be shared with the successful bidder during implementation of the proposed solution. Bank may procure additional quantity of licenses during the tenure of the contract on a pro rata basis.
- Bidder should also factor for discovery & management of non IP devices such as printers, scanners etc.
- Integrate the solution with SIEM solution to provide a single view of events generated
- The project with all the deliverables as defined in table below pertaining to proposed solution covering all the requirements given in this RFP is to be completed as per the timelines mentioned in RFP
- The successful bidder is expected to customize the solution based on requirements of Bank. The bidder shall track/ monitor customizations and gaps (if any) and close the gaps in order to meet the delivery schedule. All the statutory and regulatory requirements of Bank at the time of signing of the contract, impacting the applications to be implemented under the scope of this project, will be provided to Bank at no additional cost to Bank during the period of the contract
- The bidder is required to engage the OEM resources for review and validation during the implementation period
- The bidder must furnish Manufacturer Authorization Forms with other vendors whose products or services the bidder would obtain. The bidder must further continue with the same vendors and shall not be permitted to change them after the bid is submitted. Failure to adhere to this clause will attract disqualification of the bid/ contract as well as invoke related damage clauses as specified in Terms and Conditions.

- The successful bidder is expected to assist Bank in performing UAT of the application as part of deployment and subsequent changes. The successful bidder will prepare test cases after taking inputs from Bank and shall be responsible for securing necessary approval from stakeholders on acceptance of the test cases
- Security testing (VAPT) of the proposed application will be carried out by Bank prior to go-live of the application. Testing would be done in 2 phases i.e. application testing and integration testing.
- The bidder is required to manage the entire implementation and go-live of proposed ITAM solution
- The bidder is expected to provide expert project management resources to hand-hold Bank throughout the entire project management life cycle and define an effective IT Governance mechanism for Bank

As part of the project management exercise the bidder is expected to do:

Stage	Deliverables
Project Preparation	<ul style="list-style-type: none"> • Project Kick-Off • Project Charter and Project Plan • Resource Deployment Plan
Business Design	<ul style="list-style-type: none"> • As-Is report & Identification of major / minor design consideration • To- Be report and Gap Assessment report • Workshop for business blue print, gaps and way forward
Configuration & Customization	<ul style="list-style-type: none"> • Configuration document consisting of system setting and parameters customization-design, development and technical documents
Integration	<ul style="list-style-type: none"> • Integration with Bank's existing solution(s)
UAT signoff in test environment	<ul style="list-style-type: none"> • Demonstration of all the functionalities/ requirements as depicted in the scope of work along with all required customization including interface with Bank's existing infrastructure • Any necessary additional stress testing to be arranged by bidder • Resolving of UAT issues and signoff
Technical Documentation	<ul style="list-style-type: none"> • The document which needs to be delivered by the vendor to the Bank for every software/module including any third party software before software/service become operational includes user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc. • Necessary periodic updation/review (at least once in a quarter) of all the documents above must be carried out by the vendor and submitted to the bank.
Training	<ul style="list-style-type: none"> • Core team training plan (functional & technical) • Training manuals for core team training (functional & technical) • End-user training manuals

Stage	Deliverables
	<ul style="list-style-type: none"> Training completion certificates to all users trained (during train the trainer sessions)
Go Live	<ul style="list-style-type: none"> Go-live for all functionalities/ requirements as stated in the scope of work for the bidder

The successful bidder is expected to monitor the infrastructure/ hardware dedicated for in-scope applications.

It is the responsibility of the successful bidder to resolve any deficiency identified in the performance of the ITAM application, as observed during the acceptance test.

The successful bidder is expected to mobilize the team and set-up project management office within 7 days from the date of PO issuance by Bank. Commencement of work would mean reporting of successful bidder's resources at the designated Bank of Maharashtra locations for project. The successful bidder shall not change any member of the project team during the course of the project without written consent from Bank.

4.10 Disaster Recovery Mechanism

- The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful vendor should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.
- The vendor needs to submit the technical architecture relating to data replication between primary and secondary site.
- The bidder must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.
- The Application & Database should be sized for Active-Passive cluster at DC & Active-Passive cluster at DRC so that the solution and infrastructure can fall back on each other. DC –DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work. Vendor has to support Bank during DR drills ensuring that the solution should work uninterruptedly during DR drills.

4.11 Training

The successful bidder shall provide the training to Bank's personnel as described below:

- The training should include the architecture, hardware, software, integration, and customization, policy installation, troubleshooting reporting and other aspects of the solution.
- The core team training will include functional as well as technical training and shall be considered within the scope of the bidder. The core team is expected to include 10 personnel from Bank. These personnel would include core technical team, core functional team and the trainers for the proposed application landscape.
- Minimum of 7 days training is expected to be provided to cover all details and give necessary understanding to Bank's staff
- The training will be held at locations as specified by the Bank. The bidder is required to propose the batch size as well as the training duration. However, Bank can ask the

- bidder to modify the same at no cost to Bank if the duration/ batch size is not deemed adequate by Bank.
- 5) Solution Training- This faculty should be solution certified up to advance level and should provide courseware with adequate lab facility as well
 - 6) The successful bidder can use the training infrastructure at Bank's training centers and the IT infrastructure available at these training centers. The bidder is expected to set up the required infrastructure (including the client desktops) at the various training centers of Bank for the purpose of training. Bank shall not pay any additional amounts to the bidder for the same
 - 7) The successful bidder will be responsible for providing the users with the requisite training material (for functional training, technical training, and end user training material, job card and other relevant material) in both hard and soft copies at least for the core team and to train the trainers. The onus of preparing the training material will be on the Bidder
 - 8) The successful bidder will be responsible for preparing, circulating and collecting training feedback forms from the participants
 - 9) The feedback forms will be prepared by the bidders, reviewed and given to Bank. The changes, if any, suggested by Bank or its consultants, should be incorporated and implemented by the bidder
 - 10) The successful bidder will provide a detailed training methodology & schedule to Bank for review and sign – off prior to commencement of the training

4.12 Application Management, Application helpdesk and Hand Holding Support (Facility Management)

Successful bidder is expected to provide following services, but not limited to:

- 1) Setting up the application help desk to support the implemented solution. Manage the application helpdesk for the project duration post the successful completion of the stabilization/ handholding phase of ITAM implementation
- 2) Provide application management services for project duration post go-live of the entire system
- 3) Provide post go-live hand-holding support from a central location
- 4) Provide telephonic and/or electronic mechanism for problem reporting request and for service and status updates.
- 5) Provide support during regular DC/DR drill.
- 6) Providing bank with daily Hardware /Software reports and alerting in case of issues
- 7) Provide complete onsite, fulltime support (at Bank specified centralized location) during implementation and rollout. Bidder will deploy its employee(s) at Bank's location during this period and the hand holding can be extended for a period of six months basis mutual consent
- 8) Provide specialist resources for areas in scope to close the gaps identified during this period
- 9) Please refer to Annexure 07: Application Management and Helpdesk Services for detailed application management and application helpdesk services & Annexure 15 for resource deployment plan/requirement.
- 10) Should manage the application as well as application servers for end-to-end management.

- 11) The application management and application helpdesk services will commence after the successful completion of stabilization/ handholding phase.
- 12) To address and provide all the ad-hoc report request arising from any department/field offices.
- 13) To address and resolve any tickets/Queries/Issues related to business department requirement.

5. Evaluation process

After qualifying the eligibility criteria, the evaluation will be a two-stage process. The stages are:

The competitive bids shall be submitted in three stages:

- ▶ Stage 1 – Technical Bid
- ▶ Stage 2 – Commercial Bid

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder

5.1 Objective of Evaluation Process

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

Each recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of solution, not limited to those selection criteria set out in this RFP document.

Through this RFP, Bank aims to select a bidder/ application provider who would undertake the supply, implementation and maintenance of the required solution. The bidder shall be entrusted with end-to-end responsibility for the execution of the project under the scope of this RFP. The bidder is expected to commit for the delivery of services with performance levels set out in this RFP in section 7: Service Level Availability and Monitoring.

5.2 Normalization of Bids

Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. After the normalization process, if Bank feels that such normalization has a bearing on the commercial bid, then Bank may at its discretion ask all the technically shortlisted bidders to resubmit the updated technical and commercial bids for scrutiny. Bank can repeat this normalization process at every stage of technical evaluation till Bank is reasonably satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Bank also reserves the right to conduct reference site

visits at the bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

5.3 Eligibility Bid

Eligibility criterion for the bidders to qualify this stage is clearly mentioned in Annexure 05 – Eligibility Criteria Compliance. Only bidders who meet these criteria will qualify for the second stage of evaluation. The bidder would also need to provide supporting documents for eligibility proof. All the credentials of the bidder necessarily need to be relevant to the Indian market.

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

5.4 Preliminary Examination of Offers

Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. Bank plans to, at its sole discretion, waive any minor non- conformity or any minor deficiency in an offer. Bank reserves the right for such waivers and Bank's decision in the matter will be final.

5.5 Technical Evaluation criterion

Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. The scoring methodology for technical bid components is explained in the following paragraphs.

ITAM implementation involves various components including implementation of necessary application software, RDBMS, development of interfaces and customizations where necessary, training of designated users and executives, performing data migration activities, providing implementation services, and rolling out the system at various locations of Bank and provide support and maintenance services for the project duration. The proposal submitted by the bidders shall, therefore, be evaluated on the following parameters:

1. Technical Requirements (TR)
2. Technical Presentation (TP)
3. Past Experience (PE)

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

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

Sr. No	Parameter	Weightage	Maximum Score	Minimum Score
1	100% Compliance to Technical Requirements	-	-	-
2	Technical Presentation	40%	100	70
3	Past Experience	40%	100	70
4	Site Visit	20%	50	35

Sr. No	Parameter	Weightage	Maximum Score	Minimum Score
	Total	100%	250	175

Bidder should ensure that any non-compliance against Annexure 01-Technical Requirements may lead to disqualification. Proposed solution by the bidder should ensure 100% compliance for ITAM solution for technical scoring based on the defined technical requirements. Any breach of the minimum compliance requirement will lead to disqualification of the bid.

Bidders scoring at-least the minimum score in each section as mentioned in the table above i.e. an overall minimum score of 175 marks or more and providing 100% compliance to Technical Requirements will be declared technically qualified.

In the event of no bidders qualifying, Bank at its discretion may choose to award the contract to the highest scoring bidder or waive criteria to select more than one bidder complied with most of the eligibility and technical criteria as prescribed by Bank.

Also Bank may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to.

Technical Requirements

Minimum technical requirements for ITAM application are given in Annexure 01: Technical Requirements. All the requirements are mandatory.

Scoring for Overall Technical Presentation (TP)

All the eligible bidders along with their OEMs will be required to make presentations to supplement their bids, showcase overall solution proposed. Bank will schedule presentations and the time and location will be communicated to the bidders. Failure of the bidder to complete a scheduled presentation to Bank may result in rejection of the proposal.

Sr. No.	Overall Technical Presentation	Max Score	Score
1	Presentation Introduction and Industry Insight	20	
2	Project Plan	15	
3	Solution Positioning	15	
4	Execution Methodology	15	
5	Timeline Adherence	20	
6	Project Governance and adherence to SLAs	15	
Total Max Score →		100	

Scoring for Past Experience (PE)

Bidder and OEM's should provide details of past experience in implementing ITAM application. Past experience of Bidder/OEM shall be evaluated and the score obtained by the bidder shall be considered for evaluation as given in the Annexure 17: Past Experience. The bidder should provide the details of all the implementations in banks including details of scope of project, number of branches with breakup of the role and proof of implementation experience.

Sr. No.	Past Experience	Score	Max Score
A	Implementation of proposed ITAM Solution		100
	Implemented or under implementation in 3 or more Public Sector/Scheduled Commercial Banks/PSU's in India	100	
	Implemented or under implementation in 2 Public Sector/Scheduled Commercial Banks/PSU's in India	80	
	Implemented or under implementation in 1 Public Sector/Scheduled Commercial Bank/PSU in India	70	
Total Max Score →			100

Scoring for Site Visit

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

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

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

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 70% weightage and commercial evaluation shall have 30% weightage.

5.6 Commercial Bid Evaluation

Bank reserves the right of selection of Vendor either by Opening of Commercial Bids (of those vendors who are found eligible after evaluation of Technical Bids) or proceed with On Line Reverse Auction among technically qualified bidders. Bidders may quote the best competitive price in the commercial bid as Bank may or may not opt for online reverse auction.

Only those vendors who have qualified after Technical evaluation will be eligible for the next stage of evaluation. Bank reserves the right of selection of vendor either by opening of Commercial Bids of vendors or proceed with the selection of vendor through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The details of Reverse Auction process are given in Annexure -16 for reference. The total cost of ownership shall be calculated over the contract period of 5 years. At the end of 5 years, the contract shall be renegotiated as mutually agreed by both parties. The bidder shall not add any conditions / deviations in the commercial bid. Any such conditions/ deviations may make the bid liable for disqualification.

If any bidder fails to quote against any of the services sought by Bank, it will be presumed by Bank that the cost of such items is included in the overall cost and will not accept any plea or excuse from the bidders later and such services have to be provided to Bank without any extra cost along with all other services. TCO shall comprise the costs that bidder shall charge to Bank for the duration of the contract.

The bidder who participates in the Reverse Auction and submits in the lowest and will be required to re-submit final commercials post Reverse auction duly filled, in the same format titled as 'COMMERCIAL BID', & dated as on the date of completing the reverse auction. The Commercial Bid should contain all price components to tally with the last bid made by them in the Reverse Auction. All the price components (in submitted Indicative commercial bid) should be revised in the same proportion as the TCO after reverse auction. The same is to be submitted/ should reach the next working day of Bank at IT Dept., Head office, Pune.

The detailed procedure and business rules for the reverse auction is provided in Annexure 16: Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction. Reverse Auction will be conducted by Bank's authorized reverse auction service provider; details of which will be provided during the later stages of tendering process. Specific rules for this particular event viz., date and time, start price, bid decrement value, time allowed to confirm bid duration of event etc. shall be informed by Bank well before the event to the participating short-listed bidders.

Bank reserves the right to 'call off'/ cancel the tender proceedings of Reverse Auction or cancel tender at any point of time.

The price decided by bank will be taken as the starting bid of the Reverse Auction and not for deciding the L-1 status. The L-1 bidder will be decided on the basis of Techno-commercial evaluation process.

Please note that, failure or refusal to offer the services/goods at the price committed through commercial bid/reverse auction shall result in forfeiture of the Bid Security Deposit to Bank. This is not withstanding Bank's right to take any other action deemed fit, including claiming damages, 'Black Listing' the bidder from participating in future tenders that would be floated by Bank for a period found fit by Bank, and also using the associates like IBA. The complete escalation matrix starting from the lowest till the highest level of hierarchy of the bidder has to be submitted.

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

1. Bidders found eligible as per eligibility criteria defined by the bank
2. Bidders found eligible as per technical evaluation criteria defined by the bank

In case only one bidder participated in the tender process, reverse auction will not be conducted and the commercial bid submitted by the bidder will be considered.

Techno Commercial Evaluation:

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

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

C_{Minimum} - Commercial Score Minimum Quote
C_{Quoted} - Commercial Score Quoted
T_{Maximum} - Technical Score Highest Scored
T_{Obtained} - Technical Score Obtained

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

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

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

5.7 Weighted Evaluation

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

As an example, the following procedure will be followed:

Score will be calculated for all qualified bidders using the following formula:

S N	Bidder	Technical Score (out of 120) (T Obtained)	Weighted Score (70)	Rank	Commercial s (Rs in Lakhs) (C _{Quoted})	Weighted Commercial Score (30)	Rank	Total Score	Final Rank
1	AAA	105	61.25	T3	120	25	C3	86.25	H3
2	BBB	120 (T Maximum)	70	T1	110	27.27	C2	97.27	H1
3	CCC	115	67.08	T2	100 (C _{Minimum})	30	C1	97.08	H2

- In the above example, **C_{Minimum}** is 100 & **T_{Maximum}** is 120
- In the above example, BBB, with the highest score becomes the successful bidder.

- In case of more than one bidder with equal highest score up to three decimal, then number of decimal will be increased.
- The decision of the Bank shall be final and binding on all the bidders to this document.
- The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever.

6. Instruction to Bidders

6.1 Bid Submission

Eligibility, Technical & Commercial Bids shall be submitted in separate sealed sub-envelopes super scribing

“ELIGIBILITY BID FOR BANK OF MAHARASHTRA FOR SUPPLY, IMPLEMENTATION & MAINTENANCE OF IT ASSET MANAGEMENT SOLUTION SUBMITTED BY M/S..... ON.....AT PUNE, DUE DATE _____” on top of the sub-envelope containing the Eligibility bid

“TECHNICAL BID FOR BANK OF MAHARASHTRA FOR SUPPLY, IMPLEMENTATION & MAINTENANCE OF IT ASSET MANAGEMENT SOLUTION SUBMITTED BY M/s..... ON.....AT PUNE, DUE DATE _____” on top of the sub-envelope containing the technical bid

“COMMERCIAL BID FOR BANK OF MAHARASHTRA FOR SUPPLY, IMPLEMENTATION & MAINTENANCE OF IT ASSET MANAGEMENT SOLUTION SUBMITTED BY M/s..... ON.....AT PUNE, DUE DATE _____” on top of the sub-envelope containing the Commercial bid

These three separate sealed sub-envelopes should be put together in another sealed master envelope super scribing BID for BANK OF MAHARASHTRA FOR SUPPLY, IMPLEMENTATION & MAINTENANCE OF IT ASSET MANAGEMENT SOLUTION TENDER REFERENCE NO. SUBMITTED BY ON.....AT PUNE, DUE DATE _____”.

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

Eligibility Bid

- ▶ Cover letter certifying Eligibility criteria compliance (as given in Annexure 06)
- ▶ Duly filled up Annexure 05 – Eligibility Criteria Compliance
- ▶ Duly filled up Annexure 13 - Pre Contract Integrity Pact
- ▶ Supporting credential letters or copies of documentation from clients or system integrators certifying compliance
- ▶ 1 compact disk (CD) containing the soft copy of Eligibility bid & supporting documents

Technical Bid

- ▶ Table of Contents (list of documents enclosed)
- ▶ 1 copy of the technical proposal with pages properly numbered. The technical proposal should be bound in such a way that the sections of the proposal could be removed and separated easily;
- ▶ 1 copy of the masked price bid (masked price bid is a copy of the price bid **without any prices.** Please note that the masked price bid should be an **exact reflection of the commercial bid** submitted by the vendor as part of the commercial offer except that the masked price bid **should not contain any financial information.**)
- ▶ 1 compact disk (CD) containing the soft copy of technical proposal should be provided
- ▶ 1 hard copy of the Annexure 11 Compliance to Reverse Auction.

Commercial Bid

- ▶ 1 hard copy of the Indicative Commercial Bid (Refer Annexure 10 – Commercial Bill of Material)
- ▶ 1 compact disk (CD) containing the soft copy of the Indicative Commercial Bid (Refer Annexure 10 – Commercial Bill of Material for format)

The RFP response documents should be submitted to Bank in duplicate in paper copies {i.e. two sets (original set and duplicate set)}.

Please note that if any envelope is found to contain eligibility, technical and commercial offer in a single envelope or commercials are provided along with the technical or eligibility response, then that offer will be rejected outright

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

All the pages of the proposal including annexure, appendices and documentary proofs should be numbered and be signed by the authorized signatory

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

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

Bidder should submit demand drafts/banker's cheques / pay orders drawn in favor of Bank of Maharashtra payable at PUNE towards Application Money and Bank Guarantee for Bid security as stated in RFP document.

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

The sealed bid envelopes as mentioned above should be delivered to

Deputy General Manager,
IT Dept.
Bank of Maharashtra
Head Office,
Lokmangal, Shivajinagar, Pune – 411005

Submission will be valid only if:

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

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

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

All responses would be deemed to be irrevocable offers / proposals from the bidder's and may if accepted by the Bank form part of the final contract between the Bank and the selected bidder. Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Annexure 06 – Cover letter). Unsigned responses would be treated as incomplete and are liable to be rejected.

Technical Proposal Format

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

Sr. No.	Section	Content
1	Covering Letter	Annexure 06
2	General Information mandatory Forms	<ul style="list-style-type: none"> General Information about the bidder including capability, center of excellence, teams etc. Forms/ Details as per annexures
3	Proposed Solution	<ul style="list-style-type: none"> Solution details including proposed ITAM solution, the proposed modules or components of ITAM product, any other solution component required to meet BANK's technical requirements By means of diagrammatic/ pictorial representations, the Bidder should provide complete details of the hardware, software and network architecture of the ITAM solution. Technical requirement compliance sheet as per Annexure 01: Technical Requirements Technical coverage of solutions (Servers, Database, Test environment etc.) including proposed IT landscape. Bidder should mention any specific requirements related to their solution (Network bandwidth, security components etc.) Bill of Material for proposed ITAM solution and hardware components Manufacturer Authorization Form – Annexure 14
4	Past Experience	<ul style="list-style-type: none"> Bidder to provide client details as per format in Annexure 17: Past Experience” Bidder is required to substantiate the details provided in Annexure 17: Past Experience with a letter from Bank signed by designated official from the Bank, confirming scope of work, date/ period of implementation and other relevant details. Bidder is expected to provide a comprehensive understanding of best practices related to similar implementation projects from their past experience.

Sr. No.	Section	Content
5	Project Approach and Methodology	<ul style="list-style-type: none"> Bidder is expected to provide their Approach and Methodology for implementation of project. Project Methodology should contain but not limited to following: <ul style="list-style-type: none"> Overall implementation methodology (Objective of phases, deliverables at each phase, etc.) Methodology for performing business design Methodology for quality control and testing of configured system Methodology of internal acceptance and review mechanism for deliverables by the bidder Proposed Acceptance criteria for deliverables Methodology and approach along with proposed tools and processes which will be followed by the bidder during project implementation Change Management and Training Plan, Risk and Quality management plan Bidder should propose comprehensive project plan for implementation, meeting RFP requirements. (Bidder may propose a timeline equal to or lesser than that of mentioned in the RFP) Bidder should articulate how proposed approach and methodology, proposed project plan, proposed teams, Subject Matter Expertise and specific capabilities deployed shall meet the requirements of Bank
6	Project Governance	<ul style="list-style-type: none"> Bidder should mention proposed Governance structure including designation of representatives in the Governance structure for the project Bidder should provide escalation matrix and interaction frequency with Bank's stake-holders. Frequency of meetings at as per Governance structure proposed and sample of progress report/ deliverables shared at various levels of interactions.
7	Resource Deployment	<ul style="list-style-type: none"> Details of team for implementation Resource mobilization and deployment plan (Annexure 15: Resource Deployment Plan) as per project plan shared Roles and Responsibility of deployed team members Bidders can propose any additional role and profile as per their experience in same format Replacement mechanism to bring new team members due to attrition or reasons beyond the control of successful bidder

Sr. No.	Section	Content
8	Warranty, ATS and Support and Maintenance Services	<ul style="list-style-type: none"> Overview of support methodology offered in Warranty, ATS and Support & Maintenance phase Detailed bill of services offered for Warranty, ATS and Support and Maintenance services Detailed support model for services under support and Maintenance Detailed Bill of Material of tools and technology proposed and purpose served for Support and Maintenance services Team structure and details of team for Support & Maintenance services Year-wise deployment plan (Annexure 15: Resource Deployment Plan) including Service Window coverage Roles and Responsibility of deployed team members Governance Mechanism and Escalation Matrix during Support & Maintenance Phase Sample SLA reports and other reports to be shared with BANK during Support & Maintenance phase
9	Optional Supplementary Information	Additional information directly relevant to the scope of services provided in the RFP may be submitted to accompany the proposal.
10	Conformity with Hardcopy Letter	Annexure 03 Annexure 04 (Soft Copy)
11	List of deviations Required (T&C)	Annexure 12
12	Bid Security Deposit	<ul style="list-style-type: none"> EMD Annexure 09

Bid Security Deposit

1. The bidder shall furnish, as part of its bid, bid security of an amount mentioned in section 1 of this document. The bid security is required to protect Bank against the risk of bidder's conduct.
2. The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Bank Guarantee favoring "Bank of Maharashtra" by a Scheduled Commercial Bank or a foreign bank located in India in the form provided in the RFP (Annexure 09 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Maharashtra as non-responsive.
3. Unsuccessful Bidder's bid security will be returned by Bank.
4. The successful bidder's bid security will be discharged upon the bidder signing the Contract and furnishing the performance security.
5. The bid security may be forfeited:
 - a. If a bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
 - b. In case of the successful bidder, if the bidder fails to:

- i. Sign the Contract within 1 month of issue of purchase order / letter of intent.
- ii. Furnish performance bank guarantee within 10 days of signing the contract.

6.2 Late Bids

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the bidder.

6.3 Clarification of Bids

During the bid evaluation, Bank may, at its discretion, ask the bidders for clarifications with respect to their bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. Bank has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement according to the scope of the work.

6.4 Pre-bid meeting

For clarification of doubts of the bidders on issues related to this RFP, Bank intends to hold a Pre-bid Meeting on the date and time as indicated in the RFP.

For any clarification with respect to this RFP, the bidder may send an email to agmitd@mahabank.co.in, cmities@mahabank.co.in. The format to be used for seeking clarification is mentioned in Annexure 08: Pre Bid Query Format. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be to the designated e-mail ID as stated earlier.

Written requests for clarification may be submitted to Bank as per the last date to submit pre-bid queries mentioned in the RFP. It may be noted that no queries of any bidder shall be entertained after the last date for submission of queries via e-mail. Only two authorized representatives of the bidders who have purchased the RFP will be allowed to attend the meeting.

6.5 Rejection of Bids

Bank reserves the right to reject any or all the bids or scrap the bidding process at any stage without assigning any reason. The Earnest Money Deposits in such event will be returned by Bank. However, the participation fee will not be refunded.

7. Service Level Availability and Monitoring

7.1 Service Criteria

Bank expects the bidder to adhere to the Service Levels described in this document. Service Levels will include Availability measurements and Performance parameters. Bank requires the bidder to provide reports for all availability and performance parameters and a log of all issues that have been raised and closed / pending closure by the bidder. The frequency of these reports should be monthly and apart from reports on each availability and performance measurement parameter mentioned below, reporting should also include the following:

- CPU and memory utilization by application
- Problem Trends
- Call Resolution Time

Availability measurements and monitoring of Performance parameters would be on a monthly basis for the purpose of Service Level reporting.

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

Service Levels are calculated based on the “Business Utility” of the solution, which is described as the ratio of “System Available for Actual Business Hours” to the “Scheduled System Availability for Business” i.e.

$$\frac{\{\text{Scheduled Business Operation Hours (SBOH)} - \text{Business Downtime (SBDT)}\}}{\text{Scheduled Business Operation Hours (SBOH)}} \times 100 = \text{Business Uptime (\%)}$$

1. Business hours are 8 AM to 8 PM on every working day of Bank
2. Business hours are 24*7*365 on any calendar day the Bank is operational for the infrastructure at DC and DRC
3. ITAM application should be supported across DC, DRC during Scheduled Business Operation Hours (SBOH).
4. “Scheduled Business Operation Hours” for a given time frame are calculated after deducting the planned downtime from “Business Operation Hours”. Business Operation Hours will be taken on business hours (8 AM to 8 PM) basis for the purpose of meeting the Service Level requirements i.e. Availability and Performance measurements both.
5. “Business Downtime” is the actual duration for which the system was not able to service Bank or the clients of Bank, due to System or Infrastructure failure as defined by Bank and agreed by the bidder.
6. If any one or more of the components at the DC and DRC are down resulting in non-availability of hardware, software, etc. that being part of the solution then the services listed in the availability measurements table shall be considered for calculating the downtime.
7. Proposed ITAM solution deployed at DC is categorized as “critical” and proposed ITAM solution deployed at DRC is categorized as “key”.
8. Uptime of the ITAM Solution deployed at DC & DRC should be monitored through Bank’s EMS Solution.

Availability Measurements and Penalty

Sr. No.	Service Area	Service Level	Monthly Cost Reference
1	ITAM solution at DC	99.5%	Total Product cost, Installation Cost and ATS at DC
2	ITAM solution at DR	99%	Total Product cost, Installation Cost and ATS at DR
3	Hardware Monitoring	99.99%	No Penalty

- In case of a disaster at DC or DR drill, DRC would be the primary site and the service availability at DC will be applicable for DRC and vice versa.

Service Resolution Time

Sr. No.	Area	Response Time	Resolution Time
1	ITAM solution at DC	15 minutes	As per SLA
2	ITAM solution at DR	20 minutes	As per SLA

Performance Measurement

Sr. No.	Type of Infrastructure	Description	Minimum Service Level	Measurement Tools	Monthly Cost Allocation
1	Hardware Utilization	Hardware utilization should not exceed 70%	99%	EMS	No Penalty
2	Storage Utilization	Storage utilization should not exceed 90%	99%	EMS	No Penalty
3	Downtime for servicing	Each planned downtime for hardware, database and operating system servicing etc. (up gradation, bug fixing, patch uploads, regular maintenance etc.), attributable to the Bidder, will not be more than 4 hours.	100% (per instance)	Not Applicable	Penalty of INR 5000 for every 30 minutes of delay above the scheduled/perm issible window

Sr. No.	Type of Infrastructure	Description	Minimum Service Level	Measurement Tools	Monthly Cost Allocation
		This activity will not be carried out during 9 AM to 9 PM. However, activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with Bank			
4	Disaster Recovery Site Availability	ITAM application to be available from Disaster Recovery Site within 120 (RTO) minutes of the Disaster Recovery Centre operating as primary center	100% (Instance Wise)	Not Applicable	INR 1,000 for every 10 Minutes of delay above the defined RTO for the reasons solely attributable to the bidder
5	Issue Resolution	Service desk calls raised by Bank should be resolved within 4 hours of reporting on business days and within 6 hours of reporting on non-business days	90%	Helpdesk	Facility Management resource cost

Note: The successful bidder shall not be penalized for those service level breaches that occur due to any reason (beyond the control of the successful bidder). Bank will leverage the effort of the existing System Integrator for the EMS tool configuration for the bidder's proposed solution and its SLA measurement. The existing System Integrator of Bank will configure the operational parameters in the tool and define the threshold for Service level as defined in this document for reporting purpose. The basis of availability will solely be determined by the reports output from the EMS tool. All the SLA will be measured

considering dependency of any other third party assets which has contributed to the breach.

Bank shall reserve the right to perform root cause analysis (RCA) by its internal team(s) or engage external parties to perform the same. The successful bidder shall cooperate with the team performing the procedures. Decision taken by bank for RCA performed shall be final.

7.2 Problem Management and Escalation Procedures

Bank will assist the successful bidder and will provide interface for the solution with existing helpdesk monitoring tool). (The Bank will ensure due effort from the Helpdesk OEM / related existing SI to ascertain such integration is done effectively) for logging issues/ complaints/ requirements with redirection, transfer, escalate and grouping capabilities. Bank should be able to retrieve the details of any issue logged and get the complete history of the issue including the complaint, enterer, date of entry, date and details of the solution, re-opened date with remarks, etc. It should also facilitate creation and usage of knowledge base.

An escalation matrix would be applicable for the issues reported. Bidder has to propose an escalation matrix as part of the Technical Proposal.

7.3 Penalties

These are critical performance parameters that shall be tracked on a regular basis to evaluate the ITAM's performance. Performance measurements report (system generated) on a monthly basis or at a frequency as desired by the Bank shall be provided by the successful Bidder. Bidder will assist Bank or Bank appointed third party agency for performing Availability & Performance measurements and / or checking the correctness of the said report. Penalty would be levied if the cumulative additional time / over utilization / delay etc. under each specified measurement category, in a particular month crosses the expected service level.

Apart from the penalty owing to availability and performance parameters, a penalty of INR 50,000/- would be levied on the Bidder, if any component at DC or DRC (that is not resulting in service disruption) is down for more than 24 hours. The penalty of INR 50,000/- would be imposed for every 24 hours, or part thereof, of downtime. However, total of such penalties shall not exceed 10% of the overall contract value. On such an occasion the contract may be cancelled, and the amount paid if any, will be recovered with 1.25% interest per month.

Penalties if any, as defined by SLAs, shall be adjusted in the payment of a quarter. Balance penalties, if any shall be levied in the payment for the subsequent quarter.

The Bidder shall provide Support contract backline from OEM for the complete duration of contract period. The letter has to be provided by OEM for the backline proof.

7.4 Penalties for Delayed Implementation

- 1) The successful bidder must strictly adhere to the delivery dates or lead times identified in its proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to Bank, may constitute a material breach of the bidder's performance. As a deterrent for delays during implementation, Bank may levy penalties for delays attributable to the successful bidder. Bank will ensure that the site for such installations in the standard IT DC specifications with availability of space, cooling and power for carrying out the rightful delivery, installation of the assets. The reasons like non-familiarity with the site conditions and/ or existing IT infrastructure will not be considered as a reason for delay

- 2) A cap of 10% of the TCO would be applicable as penalties for delays in meeting milestones
- 3) One percent of the total product fees would be levied as a penalty for every one week delay as per delivery timelines per product / service
- 4) One percent of the total implementation fees would be levied as a penalty for every one week delay as per implementation timelines per product / service
- 5) Service Level shall be measured after a stabilization period of 60 days from effective date of contractual obligation and continuously improved during the interim period till implementation of the services is over. The penalties shall be applicable on these service levels post 60 days of the completion of the implementation period for first pilot location
- 6) Service Levels shall be reviewed at least once every month during the period of contract and may be added/ deleted/ changed by Bank as a result of such review or any new business/ IT Services requirements

For a delay of more than 6 weeks in implementation, Bank will have the option of looking at more severe options like invoking the EMD/ PBG or cancelling the awarded contract.

7.5 Cap on Penalties

Overall cap for penalties including liquidated damages will be 10% of the contract value. Thereafter, the contract may be cancelled and amount paid if any, will be recovered. Penalties on delay will be applicable when the delay is not attributable to Bank.

7.6 Overall Liability of the Bidder

The bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the TCO. The bidder's liability in case of claims against Bank resulting from willful misconduct or gross negligence of the bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations shall be unlimited.

8. Terms and Conditions

8.1 General

The bidders should adhere to the terms of this tender document and any deviation to the same would not be accepted. If the bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided in Annexure 12. Bank reserves its right to not accept such deviations to the tender terms.

The bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for IT Asset Management (ITAM).

Unless agreed to specifically by Bank in writing for any changes to the tender document issued, the bidder responses would not be incorporated automatically in the tender document.

Unless expressly overridden by the specific agreement to be entered into between Bank and the bidder, the tender document shall be the governing document for arrangement between Bank and the bidder.

8.2 Rules for responding to this tender document

8.2.1 Response document

- 8.2.1.1 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the commercial bids
- 8.2.1.2 The technical bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by Bank. In case, due to unavoidable circumstances, Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the bid security with Bank or to withdraw the bid and obtain the security provided
- 8.2.1.3 The bidder may modify or withdraw its offer after submission, provided that, Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers
- 8.2.1.4 The bidder is required to quote for all the components/services mentioned in the Section 4.3 "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 8.2.1.5 In the event the bidder has not quoted for any mandatory or optional items as required by Bank and forming a part of the tender document circulated to the

bidders and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to Bank

- 8.2.1.6 In the event optional prices (if requested in RFP) are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the bidder. The same item has to be supplied by the bidder free of cost.
- 8.2.1.7 Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the bidder and responded by the bidder have been quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.
- 8.2.1.8 In the event Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by Bank will be made at the lower price. Bank in this case may also reject the offer outright.
- 8.2.1.9 In the event optional prices (if requested in RFP are not quoted by the bidder), for items where such prices are must and required to be quoted for, the highest price quoted by any of the participating bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation. The same item has to be supplied by the bidder free of cost.
- 8.2.1.10 The bidder at no point in time can excuse themselves from any claims by Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for site readiness and availability etc. as mentioned in the tender document circulated by Bank. Bidder shall be fully responsible for deviations to the terms & conditions, site readiness etc. as proposed in the tender document.

8.2.2 Price Bids

- 8.2.2.1 The bidder is requested to quote in Indian Rupees ('INR'), in the format provided in Annexure 10 - Commercial Bill of Material. Bids in currencies other than INR would not be considered. The date for reverse auction will be communicated separately to the successful bidder post the completion of the eligibility and technical evaluation.
- 8.2.2.2 The prices and other terms offered by the bidders must be firm for an acceptance period of 180 days from the date of e-procurement process.
- 8.2.2.3 The price quoted by the bidder should be inclusive of all taxes, duties, levies, etc. except GST. GST will be paid on actuals. There will be no price escalation during the contract period and any extension thereafter.
- 8.2.2.4 If the bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
- 8.2.2.5 Terms of payment as indicated in the Purchase Contract that will be issued by Bank on the selected bidder will be final and binding on the bidder and no interest will be payable by Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the

Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against Bank and that the Invoice would be governed by the terms contained in the Contract concluded between Bank and the bidder". Bidder should ensure that the project should not suffer for any reason.

8.2.3 Price Comparisons

- 8.2.3.1 Bank will consider the Total Cost of Ownership (TCO) for the period of contract. The optional (if requested in RFP) items would also be considered in the TCO.
- 8.2.3.2 Bank, may decide to choose to avail the optional items at any point during the contract on the same cost.
- 8.2.3.3 For comparison purposes Bank will consider the optional (if requested in RFP) items as well.
- 8.2.3.4 The price offer shall be on a fixed price basis and should include: All taxes, duties and levies, Service Tax of whatsoever nature if any; except GST and Services which are required to be extended by the bidder in accordance with the terms and conditions of the contract. GST will be paid on actuals.
- 8.2.3.5 The bidder must provide and quote for all the services as desired by Bank as mentioned in this tender document.

8.2.4 Performance Guarantee

- 8.2.4.1 If the contract is awarded, the bidder should furnish a Performance Bank Guarantee (issued by a scheduled commercial bank other than Bank of Maharashtra) acceptable to bank in the format as required by the Bank to the extent of 10% of the value of the contract within 15 days of the date of receipt of the purchase contract. The performance guarantee would be for the entire period of the contract. If the Performance guarantee is not submitted, 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.
- 8.2.4.2 Responses to this tender document should not be construed as an obligation on the part of Bank to award a purchase contract for any services or combination of services. Failure of Bank to select a bidder shall not result in any claim whatsoever against Bank. Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 8.2.4.3 By submitting a proposal, the bidder agrees to promptly contract with Bank for any work awarded to the bidder, as per the agreed terms of this RFP. Failure on the part of the awarded bidder to execute a valid contract with Bank will relieve Bank of any obligation to the bidder, and a different bidder may be selected.
- 8.2.4.4 Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by Bank and accepted by Bank in writing.
- 8.2.4.5 The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to Bank, may constitute a material breach of the bidder's performance and may lead to order cancellation.
- 8.2.4.6 The bidder represents and acknowledges to Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, of providing IT Asset Management. The bidder also acknowledges that Bank relies

on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this tender document, the bidder should fulfill all the terms and conditions of this tender document.

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

8.2.4.8 Bank and the bidder covenants and represents to the other Party the following:

- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated
- It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement

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

- Will not violate or contravene any provision of its documents of incorporation
- Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound
- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever
- To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party

and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder

8.2.4.10 Bank would not return the bid documents to the bidders

8.2.4.11 Bank shall not be held liable for costs incurred during any negotiations on proposals or proposed contracts or for any work performed in connection therewith.

8.2.5 Changes to the tender document

8.2.5.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by Bank. Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. Bank will inform all bidders about changes, if any.

8.2.5.2 Bank may revise any part of the tender document, by providing a written addendum to all short-listed Bidders at stage till the award of the contract. Bank reserves the right to issue revisions to this tender document at any time before the award date.

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

8.2.5.4 Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the General Manager, IT at the address mentioned in earlier, and should be received by the point of contact no later than the time specified in Section 1 of this document. Responses to inquiries and any other corrections and amendments will be distributed to all the bidders in the form of electronic mail or hardcopy or updated on the Bank's website or newspaper journals; the preference for distribution would be with the Bank. The bidder, who posed the question, will remain anonymous.

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

8.2.5.6 **Clarification of Offers** – To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all bidders for clarification of their offer. Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.

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

8.2.5.8 **Erasures or Alterations** – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in

brochure / manual” is not acceptable. Bank may treat the offers not adhering to these guidelines as unacceptable.

- 8.2.5.9 Right to Alter Quantities** – The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. The bank will inform the vendor about changes, if any. In the event of any alteration in the quantities, the price quoted by the vendor against the item would be considered for such alteration. The vendor agrees that the prices quoted for each line item & component is valid for period of contract and can be used by the Bank for alteration in quantities. Vendor agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the vendor agrees to pass on the benefit of reduction in pricing for any additional items to be procured by the Bank, in the event the market prices / rate offered by the vendor are lower than what has been quoted by the vendor as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to the Bank within the contract period
- 8.2.5.10 Bidder presentation** – Bidders are requested to be prepared to make presentations and arrange for site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date for submissions of bids. Bank will communicate a date and time to the bidder any time after the last date for submission of bids.
- 8.2.5.11 Details of Sub-contracts, as applicable** – If required by Bank, bidders should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the bidder, the bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the bidder to perform its obligations. The bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
- 8.2.5.12** If Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the bidder will have to submit the clarification within 3 days from the day it was conveyed to the bidder regarding the same.
- 8.2.5.13** The bidder is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by Bank. The bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the bidder, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the bidder shall be paid by the bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the bidder's employee, agents, contractors, and subcontractors. The bidder shall hold Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may

arise from whatsoever nature caused to Bank through the action of its employees, agents, contractors, subcontractors etc. However, the bidder would be given an opportunity to be heard by Bank prior to making of a decision in respect of such loss or damage.

- 8.2.5.14 Bank shall inform the bidder all breaches and claims of indemnification and shall grant the bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the bidder). The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the bidder and bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Bank.
- 8.2.5.15 In respect of demands levied by Bank on the bidder towards breaches, claims, etc. Bank shall provide the bidder with details of such demand levied by Bank.
- 8.2.5.16 For the purposes of this clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the bidder to its employees, its agents, contractors and sub-contractors."
- 8.2.5.17 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.
- 8.2.5.18 Bank will scrutinize the technical bill of material and conformity to the requirements as specified in the RFP. As part of this process Bank will try and normalize to the extent possible technical requirements and comparisons to the extent possible between bidders. In the event of major deviations in the technical bids submitted by the bidder, Bank may choose to provide for a re-pricing option to all the technically short-listed bidder's. The bidder agrees that it has no reservations with this process.

8.2.6 IT ACT

- 8.2.6.1 The bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.
- 8.2.6.2 The successful bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2008 or any Act

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

8.2.7 Aadhaar ACT

8.2.7.1 The successful bidder must comply with Aadhaar Act 2016.

8.2.8 ISMS Framework

8.2.8.1 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.

8.2.9 RBI Guidelines Cyber Security Framework

8.2.9.1 The bidder shall abide by the RBI guidelines including Cyber Security Framework and subsequent guidelines/instructions if any.

8.2.10 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

8.2.11 IPv6 Readiness:

The bidder shall ensure that the entire Two Factor Authentication Solution including hardware and software is IPv6 compatible and shall ensure the readiness as per the national roadmap for IPv6 deployment at no extra cost to the Bank.

9. Terms of Reference

9.1 Contract Commitment

Bank intends that the contract, which is contemplated herein with the bidder, shall comprise of solution implementation and total 5 years support from acceptance of Project. Bank, at its sole discretion, may enter into a contract for providing ITAM solution. The contract period will start from the date of issuance of purchase order by Bank.

9.2 Governing Laws & Jurisdiction

This RFP and The subsequent contract shall be governed and construed and enforced in accordance with the laws of India. both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Pune shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

9.3 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 confidentiality for the expiry or termination of the agreement between the bidder and the Bank
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.

9.4 Information Ownership

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

9.5 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access. Types of sensitive information that will be found on Bank's systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations etc.

9.6 Source Code Audit/Escrow Arrangements

Source code for customization done in ITAM 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.

ITAM 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 ITAM solution. These IP rights will also be applicable for Bank's subsidiaries (Domestic or International) and sponsored RRBs. Source code customization done in ITAM solution for Bank pertain to Source code audit. Bank reserves the right to carry out full source code audit through designated Third Party Auditor as and when required.

9.7 Privacy and Security Safeguards

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

9.8 Resolution of Disputes

1. Bank and the supplier/bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of Bank and the bidder, any disagreement or dispute arising between them under or in connection with the contract.
2. If Bank project director and bidder project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the bidder and Bank, respectively.
3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the bidder and Bank, Bank and the bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
4. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator and he shall act as the chairman of the proceedings. The award of the arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Pune.
5. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage

prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

6. This tender document shall be governed and construed in accordance with the laws of India. The courts of Pune alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.
7. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

9.9 Force Majeure

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

9.10 Termination

1. Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.
2. Bank shall be entitled to terminate the agreement at any time by giving notice if:

- a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
 - b. The bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
3. The bidder shall have right to terminate only in the event of winding up of Bank.

9.11 Effect of termination

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

9.12 Contract review

The Bank desires to appoint the successful vendor for a total period of 5 years, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement would like to safe guard the interests of all the entities involved in the arrangement. Therefore, the Bank would like to have options to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary.

9.13 Sub-Contracting

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

9.14 Indemnity

Bidder shall indemnify, protect and save Bank and hold Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

(i) an act or omission of the 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 the bidder,

(iii) use of the allocated site and or facility provided by the bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subjected to limited agreed between the parties under clause 9.4 of the RFP

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

(v) The bidder shall further indemnify Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 9.4 of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on Bank for malfunctioning of the equipment/s providing facility to Bank's equipment at all points of time, provided however,

- a. Bank notifies the bidder in writing immediately on aware of such claim,
- b. the bidder has sole control of defense and all related settlement negotiations,
- c. Bank provides the bidder with the assistance, information and authority reasonably necessary to perform the above, and
- d. Bank does not make any statement or comments or representations about the claim without prior written consent of the 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 Bank's (and/or its customers, users and the bidder's) rights, interest and reputation.

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

The successful bidder shall keep Bank fully indemnified and making good against any loss, direct or indirect, which may subsequently turn into reputational loss to Bank.

The successful bidder should indemnify 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, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the bidder as governed by Indian IT Act.
- the breach by the bidder of any of its obligations under confidentiality
- Non-compliance of the bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the bidder, its employees, and agents
- Breach of any terms of agreement document or Representation made by the bidder
- Act or omission in performance of service
- Loss of data due to the bidder provided facility

9.15 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.

9.16 Limitation of Liability

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

The bidder's liability in case of claims against Bank resulting from willful misconduct or gross negligence of the bidder, its employees and sub-contractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

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

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

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

In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP and subsequent agreement or the hardware or the software delivered hereunder, howsoever it is expressly agreed between the Parties that for any event giving rise to a claim which is attributable to the bidder, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.

9.17 Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The vendor shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank/ RBI / any other regulator failing which the vendor will be liable to pay any charges/ penalty levied by RBI/ any other regulator.

9.18 Inspection of records

All records captured – video, security register, access control of Bank's, hardware movement, helpdesk tickets, escalations etc. for the allocated server room, NOC room and any other area provided to Bank shall be made available to Bank or its designees 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/ Bank's appointed External auditors/ Regulators have right to audit and right to examine the facilities, activities and assets (hardware and software). Bank's auditors 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 will be borne by Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

9.19 Assignment

The vendor agrees that the vendor shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including vendor's affiliate without the prior written consent of the Bank. If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be

assigned to the new entity and such an act shall not affect the rights of the vendor under this RFP.

9.20 Publicity

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

9.21 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

9.22 Notices and other communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

9.23 Waiver

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

document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

9.24 Payment terms

Bidder must accept the payment terms proposed by bank. The financial offer submitted by the bidder must be in conformity with the payment terms proposed by bank. Any deviation from the proposed payment terms would not be accepted and bank shall have the right to withhold any disputed payment due to the bidder, in case of delays or defaults on part of the bidder. Such withholding of disputed payment shall not amount to a default on the part of bank.

Overall payment is divided in different areas and the payment would be linked to delivery and acceptance of each area as explained below:

9.24.1 Facility Management (FM) Manpower

Fees for deploying manpower would be payable quarterly in arrears, on actuals, as per the bill submitted by the bidder and on verification by bank based on the actual resource deployed by the bidder as against the requirement defined by Bank.

9.24.2 ITAM Software and Implementation Cost

The Payment will be made on the achievement of the milestones mentioned as under

License Delivery Milestone	License Fee %
Delivery of licenses to the bank	80%
1 month post successful installation at DC and DRC	20%

Product Implementation Milestone	Implementation Fee %
Successful installation and acceptance testing of the product at DC and DRC	80%
1 month post successful installation at DC and DRC	20%

In case of delayed delivery or incomplete delivery, the date of receipt of the complete and final component shall be treated as delivery date.

9.24.3 Fees for AMC/ATS

ATS payment would be made quarterly in arrears.

9.24.4 Training Cost

- 100% of the training cost would be payable one month post successful and satisfactory completion of the training by the bidder/OEM.
- Any additional training availed by bank would be payable at the rate quoted by the bidder and one month post successful and satisfactory completion of the training by the bidder/OEM.

9.24.5 Other Payment terms

The cost of one time charges, if any, would be payable on successful commissioning and completion of acceptance test exercise for all activities or services deemed to be one-time installation in this RFP.

The invoices should contain full details of all the items contracted by Bank, as reflected in the Bill of Material and should not contain any clauses contrary to the terms of the contract and if such clause exists in the invoice/any other documents, the same will not be valid and cannot be held against the Bank.

Bank shall deduct appropriate tax as applicable at source from the payment against the services and corresponding TDS certificate will be issued at the end of the respective quarter.

Bidder needs to furnish PAN number, GST number and Sales Tax number. Photo copies of PAN card, GST certificate has to be submitted as required by the Accounts department for verification.

Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within 30 days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such fees have become due and payable under this RFP and subsequent agreement.

Any objection / dispute to the amounts invoiced in the bill shall be raised by bank within 30 days from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), bank will make payment within reasonable time of the settlement of such disputes. All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this contract and subsequent agreement is included in the amounts and the bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

9.25 Order cancellation

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

- ▶ Delay in site readiness and handing over the site to Bank
- ▶ Serious discrepancy in the quality of service / facility / security
- ▶ In case of order cancellation, any payments made by Bank to the bidder would necessarily have to be returned to Bank with interest @ 15% per annum. Further, the bidder would also be required to compensate Bank for any direct loss incurred by Bank due to the cancellation of the contract and any additional expenditure to be incurred by Bank to appoint any other bidder. This is after repaying the original amount paid.

9.26 Repeat Order

Bank of Maharashtra reserves the right to place repeat order/s (@ 15% of the total order value) on the bidder under the same terms and conditions within a period of six months from the date of acceptance of last purchase order. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.

9.27 Earnest Money Deposit

Prospective bidders are required to submit Bank Guarantee drawn in favor of “Bank of Maharashtra” payable at Pune, towards earnest money deposit (EMD). Bank may accept bank guarantee in lieu of EMD for an equivalent amount valid for 210 days from the last date of bid submission and issued by any scheduled commercial bank acceptable to Bank. Bank will not pay any interest on the EMD. The EMD should be from the bank other than Bank of Maharashtra.

In case of a Bank Guarantee from a bank other than an Indian Public Sector Bank, prior permission of Bank is essential. The format of Bank Guarantee is enclosed in Annexure 09 – Bid Security Form.

The EMD made by the bidder will be forfeited if:

1. The bidder withdraws his tender before processing of the same.
2. The bidder withdraws his tender after processing but before acceptance of the PO issued by Bank.
3. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
4. The bidder violates any of the provisions of the terms and conditions of this tender specification.

The EMD will be refunded to

1. The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) (issued by a scheduled commercial Bank other than Bank of Maharashtra) acceptable to Bank for 10% of the total project cost for the contract period and valid for the contract period including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO issued from Bank. The PBG should be from a bank other than Bank of Maharashtra
2. The unsuccessful bidder, only after acceptance of the PO by the selected bidder.

9.28 Performance Bank Guarantee

1. As mentioned above, the successful bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) (issued by a scheduled commercial Bank other than Bank of Maharashtra) acceptable to Bank for 10% of the total project cost – for the contract period including claim period of 6 (six) months with validity starting from its date of issuance
2. The PBG shall be submitted within 15 days of issuance of PO by Bank
3. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the successful bidder
4. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents

5. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number
6. In the event of the successful bidder being unable to service the contract for whatever reason, Bank may invoke the PBG after providing 30 days cure period to the bidder
7. In the event of delays by the successful bidder in implementation of project beyond the schedules given in the RFP, Bank may invoke the PBG
8. Notwithstanding and without prejudice to any rights whatsoever of Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the successful bidder for its failure to complete its obligations under the contract. Bank shall notify the successful bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.
9. Bank shall also be entitled to make recoveries from the successful bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by Bank due to inadvertence, error, collusion, misconstruction or misstatement.
10. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

9.29 Non Solicitation

During the term of a contract and for a period of one (1) year following its termination, neither party shall, knowingly directly or indirectly solicit for employment, hire or utilize as an independent contractor any of the other party's personnel who have been directly involved in the performance of such party's obligations under this agreement, without the prior written consent of the other party. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.

9.30 Penalties and Delays in Bidder's Performance

The bidder should provide uninterrupted availability of the IT Asset Management solution as per the requirements of this tender. Inability of the bidder to either ensure readiness of the site as per specifications within defined timelines or to meet the service levels as specified in section 7 shall be treated as breach of contract and would invoke the penalty clause.

The proposed rate of penalty with respect to non-adherence to service levels is mentioned in Service level – section 7. Bank also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to Bank.

Notwithstanding anything contained above, no such penalty will be chargeable on the bidder for the inability occasioned, if such inability is due to reasons entirely attributable to Bank.

Delivery of the goods and performance of the services shall be made by the bidder in accordance with the time schedule specified by Bank.

If at any time during performance of the contract, the bidder should encounter conditions impeding timely delivery of the goods and performance of the services, the bidder shall

promptly notify Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, Bank shall evaluate the situation and may at its discretion extend the bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

Any delay by the bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of liquidated damages, unless extension of time is agreed upon without the application of liquidated damages.

LIQUIDATED DAMAGES

Bank will consider the inability of the bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of liquidation damages on the part of the bidder. The liquidation damages represent an estimate of the loss or damage that Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the ITAM proposal) by the bidder.

Installation will be treated as incomplete in one/all of the following situations:

- ▶ Non-delivery of any component or other services mentioned in the order
- ▶ Non-delivery of supporting documentation
- ▶ Delivery/Availability, but no installation of the components and/or software
- ▶ Ill-integration
- ▶ System operational, but unsatisfactory to Bank

If the bidder fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, Bank may consider termination of the contract.

Further, Bank also reserves the right to cancel the order and invoke Bank Guarantee/Performance. Guarantees in case of inordinate delays in the delivery/installation of the equipment. Bank may provide a cure period of 30 days and thereafter foreclose the Bank guarantee without any notice. In the event of Bank agreeing to extend the date of delivery at the request of the successful bidder(s), it is a condition precedent that the validity of bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event Bank, however, reserves its right to foreclose the Bank guarantee.

9.31 Service Continuity/ Contract Extension

Vendor recognizes that all services as mentioned in this RFP document are vital to Bank and vendor agrees to provide continued services rendered by vendor or its OEM partners till the renewal of the contract after the contract expiry or till any other alternate solution is implemented by the Bank.

The clause is also applicable in case of termination of the contract before the expiry. In case of termination of the contract before expiry, the vendor agrees to provide services

as mentioned in this RFP document till alternate arrangement is made by the Bank or 6 months, whichever is earlier.

9.32 Exit Option and Contract re-negotiation

1. Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:
 - a. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within 15 days of receipt of purchase contract
 - b. The selected bidder commits a breach of any of the terms and conditions of the contract
 - c. The bidder goes into liquidation voluntarily or otherwise
 - d. An attachment is levied or continues to be levied for 7 days upon effects of the bid
 - e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits
 - f. Deduction on account of liquidated damages exceeds 10% of the total contract price
 - g. Delay in delivery/installation/commissioning of software and their accessories, beyond the specified period for the same as mentioned in the order
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder
3. In addition to the cancellation of the contract, Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. Further the bidder would also be required to compensate Bank for any direct loss incurred by Bank due to the cancellation of the contract and any additional expenditure to be incurred by Bank to appoint any other bidder.
4. Bank will reserve the 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
5. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to Bank at the site
6. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder should perform a reverse transition mechanism to Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to Bank or to an alternative 3rd party / vendor nominated by Bank, where Bank elects to transfer the responsibility for service delivery to a number of vendors. Bank will nominate a bidder who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services
7. The reverse transition services to be provided by the bidder shall include the following:

- a. The bidder shall suitably and adequately train Bank's or its designated team for fully and effectively manning, operating and maintaining the ITAM Solution
 - b. Bidder shall provide adequate documentation thereof.
8. Knowledge transfer: The bidder shall provide such necessary information, documentation to 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
9. The cost for reverse transition if any should be part of the commercial offer.
10. Warranties:
- a. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of 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 shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced
 - d. The 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
11. During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new vendor to take over and continue to manage the services. The bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exist of the parties
12. Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through arbitration
13. Bank and the bidder shall together prepare the Reverse Transition Plan. However, Bank shall have the sole decision to ascertain whether such plan has been complied with
14. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to Bank or its selected vendors as would be required in the event of the shifting of the site.

9.33 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, the 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.

9.34 Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that the 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 Bank and includes collusive practice among the bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive bank of the benefits of free and open competition.

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.

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

9.35 Violation of terms

Bank clarifies that 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.

9.36 Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure 13.

Signing of the IP with Bank would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Foreign Bidders shall disclose the name and address of agents and representatives in India and Indian Bidders shall disclose their foreign principles or associates. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process

Bidders shall 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.

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

The name and contact details of the Independent External Monitors (IEM) nominated by Bank are as under:

<p>Shri. Nilmoni Bhakta</p> <p>Address - A-801, PBCL CHS Ltd., Plot No. 3, Sector 46 A, Nerul, Navi Mumbai, 400706</p> <p>Email - nilmoni.bhakta@gmail.com</p>	<p>Shri. Madan Lal Sharma</p> <p>Address - K-23, Jangpura Extention New Delhi</p> <p>Email - ml.sharma1965@yahoo.com</p>
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Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.

10. Disclaimer

The scope of work document is not an offer made by Bank of Maharashtra but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other 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.

11. List of Abbreviations

Acronym	Full Form
AD	Active Directory
AM	Approach and Methodology
AMC	Annual Maintenance Contract
API	Application Programming Interface
ATS	Annual Technical Support
BOM	Bill of Materials
CB	Commercial Bid
CBS	Core Banking Solution
CD	Compact Disk
CRM	Customer Relationship Management
DLP	Data Loss Prevention
EMD	Earnest Money Deposit
GRC	Governance, Risk and Compliance
GUI	Graphical User Interface
IT	Information Technology
ITAM	Information Technology Asset Management
IP	Internet Protocol
LDAP	Lightweight Directory Access Protocol
MPLS	Multi-Protocol Label Switching
NDA	Non-Disclosure Agreement
PB	Project Demonstration & Bid Presentation
PBG	Performance Bank Guarantee
PE	Past Experience
PO	Purchase Order
PoP	Point of Presence
PSU	Public Sector Undertaking
RCA	Root cause analysis
RDP	Remote Desktop Protocol
RFP	Request for Proposal
SCB	Scheduled Commercial Bank
SI	System Integrator
SIEM	Security Information and Event Management
SLA	Service Level Agreement
SNMP	Simple Network Management Protocol
TB	Technical Bid
TCO	Total Cost of Ownership
TR	Technical Requirements
WAN	Wide Area Network
VSAT	Very Small Aperture Terminal
VPN	Virtual Private Network

12. Annexures

12.1 Annexure 1: Technical Requirements

Sr. No	Requirements	Vendor's Compliance (Y/N)	Vendor's Remarks
1	Proposed solution must manage assets from purchase to salvage i.e. from the beginning to the end of an asset's life cycle		
2	Proposed solution should maintain an up-to-date inventory of distributed hardware and software assets in IT infrastructure. The solution should be capable of offering local admin roles to Zonal Office (ZO) IT staff with all capabilities based on role assigned to them		
3	Proposed solution should be able to create and store asset numbers/ID and corresponding information, such as parent, location, vendor and maintenance costs for each asset		
4	Proposed solution should identify software and hardware configurations from a central location for complete corporate IT Infrastructure spread over a network of Branches, Zonal Offices & Admin offices which are connected via MPLS WAN Network and VSATs with bandwidths ranging from 128 kbps to 2 mbps. It should provide complete hardware and software information from all the end-user computing devices		
5	Proposed solution should have capability for discovery of end-user computing devices based on range of IP addresses or IP subnets even for branches which are connected via MPLS WAN Network and VSATs with bandwidths ranging from 128 kbps to 2 mbps		
6	Proposed solution should have bundled reporting software so that there is no third party tools required to customize reports		
7	Proposed solution should have a powerful reporting engine that enables administrators to schedule large batch reports, which can be automatically e-mailed to multiple recipients. Reports can be created in multiple formats such as CSV,PDF,XLS & HTML format		
8	Proposed solution offered should be a single OEM solution with asset management lifecycle system tightly integrated with asset inventory tools		
9	Proposed solution should be capable of integrating with Microsoft Active Directory for user authentication etc.		

Sr. No	Requirements	Vendor's Compliance (Y/N)	Vendor's Remarks
10	Proposed solution shall support corporate, VPN and internet connected users. There should not be the need to purchase additional software/hardware to support users not connected to the corporate network		
11	Proposed solution should provide an out-of-box agent deployment tool for installing agents and it should be able to take feeds from Active Directory, Domains and manually. It should also support the following agent deployment methods – Active Directory Group Policies, login scripts, email, software distribution tools, manually installing the agent.		
12	Proposed solution should have ability to throttle bandwidth both statically and dynamically and this throttling must support up and downstream throttling for the “server and agents” or at application level.		
13	Proposed solution's agent must be able to continuously assess and remediate while on or off the network.		
14	Resource utilization used by the agent on the system must be configurable and the agent footprint will be such that memory requirements will be under 20MB and CPU utilization shall not be more than 2%.		
15	Proposed solution must have built-in support for encrypted communications between components without requiring additional software/hardware.		
16	Proposed solution should support distribution points through preferred primary or secondary servers		
17	Proposed solution's agents should be able to dynamically connect to the primary or secondary server assigned to the agent as available.		
18	Proposed solution should prevent users with admin rights to uninstall the agent		
19	Proposed solution should be able to hide the agent from the Desktops “Add/Remove Program” list from the central console.		
20	Proposed solution should allow console users to create custom queries on hardware asset information to be retrieved by the agents.		
21	Proposed solution should have ability to track standalone executable based applications on each computer i.e. applications that do not need to be installed but just needs to execute a standalone program.		

Sr. No	Requirements	Vendor's Compliance (Y/N)	Vendor's Remarks
22	The Software analysis by system on covered systems should include the following information (but not limited to) : 1) Publisher name 2) Software title name 3) Software title version 4) Total computers count 5) Total runs Count 6) Total time 7) Average runs 8) Last used Time with the ability to drill down for more detailed views.		
23	Proposed solution must include a "Software ID Catalog" that identifies all commonly used applications of standard publishers/ software vendors & their solutions.		
24	Proposed solution must include a "Software ID Catalog" that allows for the entry of custom developed software titles & custom classification of standard applications based on user preferences.		
25	Proposed solution should provide device hardware and software inventory of mobile devices also with support for iOS & Android platforms.		
26	Proposed solution should provide history capability till each asset level for hardware/software changes for trouble-shooting/ auditing purposes		
27	Proposed solution should provide scheduler to determine when the inventory data can be obtained for specific group of devices at pre-defined intervals.		
28	Proposed solution should support various discovery protocols based on network range, AD domain, LDAP directory structure and SNMP enabled devices		
29	Proposed solution should have capability to discover all unmanaged devices like desktops, servers, laptops, printers, switches and routers. Even if devices are behind firewall.		
30	Proposed solution should have ability to track changes in inventory and ability to collect registry information		
31	Proposed solution should have full inventory scan for newly discovered devices for all hardware and software. All subsequent scans should be delta scan only		

Sr. No	Requirements	Vendor's Compliance (Y/N)	Vendor's Remarks
32	Proposed solution should allow scanning of specific device/group of devices on demand schedule.		
33	Proposed solution should have the ability to identify and maintain records of virtual hosts		
34	Proposed solution should provide desktop admins capability to take remote control of endpoints for maintenance purposes with customized port. Remote access should be in secured fashion with specific permission from end user. RDP/port 3389 should not be used.		
35	Proposed solution should be able to do inventory governance, including software (authorized and unauthorized) and hardware components.		
36	Proposed solution should be able to do software inventory that is able to list out all software and applications including version numbers		
37	Proposed solution should support software metering so that actual use of software can be established. It will help in redistribution of software from unused device to new demanding device		
38	Proposed solution should be able to find/gather product information including manufacturer, product name, and product version to conform to software inventory data.		
39	Proposed solution should be able to report last logged in user for any particular asset.		
40	Proposed solution should have ability to execute a script before and/or after installation. It should also support custom script based execution		
41	Proposed solution should manage IP address or device name changes in endpoints without losing history. It should also maintain ownership record of each device.		
42	Proposed solution should track assets from the time its purchased to when it is retired		
43	Proposed solution should be able to consume CSV files so that data in CSV files can be tied with managed devices. It will help in inventorying stand-alone/ old/unused devices		
44	Proposed solution should be able to share data with other systems/solutions and integrate with SIEM, IT GRC etc. via APIs		
45	Proposed solution should be able to recognize software that is in the following:		

Sr. No	Requirements	Vendor's Compliance (Y/N)	Vendor's Remarks
	• hidden files		
	• hidden directories		
46	Proposed solution should have ability to create customized inventory scans based on business unit like branch, zone etc. or for only specific asset class at pre-defined time periods.		
47	Proposed solution should allow admin to configure which serial number is retrieved (motherboard chassis, array, controllers, or hard drive chassis) for hardware inventory management		
48	Proposed solution should be able to do automatic identification of the following software attributes (many more required)		
	• Product name		
	• Product version		
	• Manufacturer		
	• Language		
	• File name		
	• Directory file time		
	• Executable type		
	• Internal name		
	• Known as		
	• File description		
	• File extension		
	• File path		
	• File date/time		
	• File size		
49	The Analysis information should include the following information (but not limited to) with the ability to drill down for more detailed views:		
	a. Publisher name		
	b. Software title name		
	c. Software title version		
	d. Total computers Count		
	e. Total runs Count		
	f. Total time		
	g. Average runs		
	h. Last used Time		
50	Proposed solution should be able to return data regarding software inventory process statistics:		
	• Software scan time		
	• Software agent version		

Sr. No	Requirements	Vendor's Compliance (Y/N)	Vendor's Remarks
	Total products reported		
51	Proposed solution should be able to do software/application usage reporting with ability to identify products with minimum usage		
52	Proposed solution should be able to identify software installations which occur outside approved channels		
53	Proposed solution should be able to store data in a centralized-open Relational Database Management Systems (RDBMS)		
54	Proposed solution should be able to capture the history of the client's		
	Hardware changes		
	Software changes		
55	All hardware asset information shall be recorded in the management server and some of the basic information shall include but not limited to:		
	i. CPU speed and type		
	ii. Hard disk space		
	iii. Computer name		
	iv. Computer model		
	v. IP address		
	vi. Operating System		
	vii. Attached peripherals		
56	Proposed solution should be capable to integrate with Bank's AD / E mail / SMS Gateways.		
57	Proposed solution should be able to maintain asset classification values with CIA details for each asset covered under Asset Management Tool		
58	Proposed solution should be capable to support each local admin to maintain cost & depreciation sheets with respect to each asset / at Aggregate level as per Bank's custom policy within Asset Management tool itself.		
59	Proposed solution should support multi-task distribution of software/patches for wide scale distribution		
60	Proposed solution should have self-service portal for allowing end-user to manage their own devices. This will reduce helpdesk calls for password reset and other simple tasks		
61	Proposed solution for its own login should support ability to manage and enforce policies settings such as the following: Password Enabled; Password Length; Require		

Sr. No	Requirements	Vendor's Compliance (Y/N)	Vendor's Remarks
	Alphanumeric Password; Inactivity Timeout; Wrong Attempts Before Wipe		
62	Proposed solution must have the ability to import contract information like PO, AMC Contract etc. from an external source like Excel / CSV file & link with specific Assets		
63	Proposed solution should also support tracking of warranty/AMC information of covered endpoints and raise expiration alerts		
64	Proposed solution should be capable of generating license compliance reports for both Windows and non-windows OS platforms		
65	Proposed solution should be capable to give each local admin the cost structure of IT operations under categories like hardware / software / AMC / Network Links etc. as output from reporting tool		
66	Proposed solution should be capable to support each local admin for Maintaining / Monitoring of Contract & SLAs with different AMC Vendors		
67	Proposed solution should operate without requiring the devices to belong to a Domain or Active Directory. The Solution shall be capable of integrating with one or more Active Directory structures if present; but should not require the schema to be extended		
68	Proposed solution must support the following OS platforms with agent and functionality coverage: Windows 2008, 2012 and above. Windows Vista, Windows 7, Windows 8, Windows 10 and above. HP-UX Sun Solaris IBM AIX Linux - Red Hat (Desktop, Enterprise) - SUSE - Ubuntu LTS versions - CentOS		
69	Proposed solution must include agent software that is deployed on all managed devices have OS.		
70	Proposed solution must provide a remote agent deployment utility for installing agents remotely. The tool should be able to use Active Directory or Local Administrator Authentication for deploying agents to remote computers.		

Sr. No	Requirements	Vendor's Compliance (Y/N)	Vendor's Remarks
71	Agent deployment strategy should also consider use of the following agent deployment methods: a. Active Directory Group Policies to deploy agents at domain login b. login scripts to deploy agents at domain login c. Use of existing 3rd party software distribution tools as available d. Manually installing the agent where no other methods succeed		
72	Agent should be configurable for quiet periods in which no work is done and with throttling features at client and Server sides.		
73	Agent should be able to coexist with other end point clients like Antivirus, DLP, Application whitelisting Solutions etc.		
74	Proposed solution must be capable of proactively reporting changes to managed devices within few minutes of detecting change or upon executing any action deployed from the server		
75	Proposed solution should have ability to either change the parameters for the individual control or enable/disable controls based upon security requirements		
76	Proposed solution should have the ability to create exceptions within the policies		
77	Proposed solution should perform integrity check of all actions deployed on the managed devices by verifying the digital signatures and checksum digest for ITAM.		
78	Information reported should not be more than 1 day old for devices that are active on the network		
79	Proposed solution should have ability to create multiple reports within the dashboard to map to Bank's security requirements and environment		
80	Access to reporting function should be controlled based on rights assigned by the master administrator		
81	Proposed solution should allow console operators to create and save graphical reports (e.g. pie, bar, line charts)		
82	Proposed solution should allow console operators to customize and save the reports without the use of third party reporting tools		
83	Proposed solution should allow console operators to drill-down from the report to the specific computers.		

Sr. No	Requirements	Vendor's Compliance (Y/N)	Vendor's Remarks
84	Proposed solution should allow console operator to trigger alerts when user-defined conditions are met.		
85	Proposed solution should show trending and analysis of security configuration changes through advanced reporting.		
86	Proposed solution should allow to whitelist the applications as per the Bank's requirement. Only whitelisted applications are allowed to be executed, whereas the blacklisted applications/exe should not be allowed to execute in any of the machines having the agent of the proposed solution. By default, all the third party applications shall be blacklisted. As per requirement of the Bank, they shall be allowed to whitelist from central console of the proposed solution.		
87	The proposed solution shall monitor software license compliance and security regulation. Assist to plan the software licensing needs and assist in avoiding fines and penalties that could be incurred during a software audit.		
88	The proposed solution shall minimize wasted resources by identifying and removing underutilized assets. Gain visibility and control of IT assets, enforce asset policies and regulatory requirements.		
89	The proposed solution shall maintain a complete repository of all the assets in the organization with in-depth visibility into how they are connected to each other with an ITIL based configuration management system. Easily identify critical assets, and analyze the impact of incidents and changes.		

Authorized Signatory's Name

Signature

Designation

Address

Email and phone #

12.2 Annexure 2: Technical Bid Format

Information	Details to be furnished by the bidder
Name of the bidder	
Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
Location of Registered office /Corporate office and address	
Mailing address of the bidder	
Names and designations of the persons authorized to make commitments to the Bank	
Telephone and fax numbers of contact persons	
E-mail addresses of contact persons	
Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
Gross revenue of the bidder (not of the group) 2015-2016 2016-2017 2017-2018	
Net Profit of the bidder (not of the group) 2015-2016 2016-2017 2017-2018 Documentary proofs are to be enclosed	
Details of the similar assignments executed by the bidder (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished)	
Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.	

Declaration:

We confirm that we will abide by all the terms and conditions contained in the RFP.

We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.

We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date of expiry of the last date for submission of response to RFP.

Place:

Date:

Seal & Signature of the bidder

12.3 Annexure 3: Conformity with Hard Copy Letter

(Proforma of letter to be given by all the Vendors participating in the RFP for Supply, Implementation and maintenance of IT Asset Management Solution on their official letterheads.)

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

Dear Sir,

Sub: **RFP - XX** for Supply, Implementation and maintenance of IT Asset Management Solution dated XXX-XXXX.

Further to our proposal dated _____, in response to the Tender Document No: XX, dated: XX issued by Bank of Maharashtra (“**Bank**”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the Tender Document No: XX, dated XX and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Authorized Signatory

Designation

Bidder's corporate name

12.4 Annexure 4: Conformity Letter

(Proforma of letter to be given by all the vendors participating in the RFP for Supply, Implementation and maintenance of IT Asset Management Solution on their official letter-head.)

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

Dear Sir,

Sub: RFP NO: XXXXXX for Supply, Implementation and maintenance of IT Asset Management Solution dated: XXX-XXXX.

Further to our proposal dated _____, in response to the tender Document No: XX, dated: XX (hereinafter referred to as “**TENDER DOCUMENT**”) issued by Bank of Maharashtra (“**Bank**”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 12 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Vendor’s corporate name

Yours faithfully,

Authorized Signatory

Designation

Vendor’s corporate name

12.5 Annexure 5: Eligibility Criteria Compliance

Sr. No	Eligibility Criteria	Supporting Documents Required	Complied (Yes/No)
Bidder's Eligibility Criterion			
1	Bidder should be a Government Organization/ PSU/ Private/ Public Limited/ Partnership/ Proprietorship firm and should be a Registered Company under Companies Act 1956/2013, India	Certificate of Incorporation / Certificate of commencement of business.	
2	Bidder should have been in existence in India for a minimum period of 5 years	Certificate of Incorporation / Certificate of commencement of business.	
3	Bidder should have annual turnover of INR 5 crores for last three financial years i.e. 2016-17, 2017-18 and 2018-19 (If the Balance sheet is provisional the CFO of the company should certify the same under company's seal) from its India operations.	Audited Financial statements for the financial years 2016-17, 2017-18 and 2018-19	
4	Bidder should have positive net worth for last three financial years i.e. 2016-17, 2017-18 and 2018-19 (If the Balance sheet is provisional the CFO of the company should certify the same under company's seal).	Audited Financial statements for the financial years 2016-17, 2017-18 and 2018-19	
5	Bidder should not have been black-listed by any Public Sector Bank, RBI/ NHB, IBA or any regulatory authority as on date of RFP submission	Self-declaration on bidder's letterhead	
6	Bidder should have Manufacturers' Authorization and a direct back-to-back support agreement with the OEM for the proposed software components mentioned in the RFP Support agreement should include post-sales support, technical assistance support, spares support etc.	Manufacturer's Authorization Form (MAF) as per format provided in Annexure – 14 of this document	

Sr. No	Eligibility Criteria	Supporting Documents Required	Complied (Yes/No)
7	Bidder should be the Intellectual Property Rights (IPR) owner of the software solution offered, or an authorized representative of the IPR owner, in India and an undertaking to this effect to be given with the bid	Authorization letter from OEM	
8	Bidder should have at least one of the following accreditations/ certifications <ul style="list-style-type: none"> • ISO 9001:2015 • CMMI Level 5 The certificate should be valid as on date of RFP submission	Copy of the relevant certifications	
9	Adoption of Integrity Pact as per Annexure 13 of the RFP	Signed Integrity Pact on stamp paper of Rs. 500	
OEM's Eligibility Criterion			
1	OEM should have been in India for a minimum period of 5 years	Certificate of Incorporation/ Certificate of commencement of business/ Self-declaration on OEM's letterhead	
2	OEM shouldn't have been black-listed by any Public Sector Bank, RBI/ NHB or IBA or any other Regulatory authority as on date of RFP submission. OEM must certify to that effect.	Self-declaration on OEM's letterhead	
3	Proposed ITAM solution should be implemented in at least one Public Sector Bank/Scheduled Commercial Bank/PSU in India	Credential letter/mail confirmation from the client Or Copy of PO along with completion certificate and other supporting documents	
4	Proposed ITAM solution should be implemented and successfully running for at least 10,000 endpoints at single organization.	Credential letter/mail confirmation from the client Or Copy of PO along with completion certificate and other supporting documents	

Note:

1. Bidders need to ensure compliance to all the eligibility criteria points.

2. For the eligibility criteria, OEM vendor implies the IPR owner of software application of ITAM Application as per the scope of this RFP.
3. The Bank may get the audited financial statements and CA certificates vetted by independent monitors.
4. If the solution or the components of the solution quoted by the bidder has components of Open Source, then adequate managed services (Subscription and Enterprise support) needs to be factored for the respective components for complying with the Service Level.
5. Purchase orders without relevant organization's confirmation through a completion letter will not be considered as implementation certificate from the client.
6. Proposed application implementation experience need not be on the current product version proposed.
7. In case of corporate restructuring of a company, certificate of incorporation, audited financial statements and credentials prior to such restructuring should be furnished.

12.6 Annexure 6: Cover Letter

RFP NO:

Dated:

To,
General Manager (IT),
Bank of Maharashtra
Information Technology,
Head Office,
Lokmangal, Shivajinagar,
Pune - 411005

Dear Sir,

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

Dated this.....by20

Authorized Signatory

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

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

Signature & Seal of Bidder

12.7 Annexure 7: Application Management Services

The bidder must provide FM services. The successful bidder shall only be allowed to connect to bank's network from bank locations only. The bidder shall not be allowed to establish a remote connection from any third party delivery centers in order to provide such services.

The bidder is required to propose on-site delivery model. The following table provides indicative activities under Application Management Services. The scope of work shall be inclusive of but not limited to the activities mentioned under the service category.

However, bidder must deploy at least 3 resources as per Annexure 15, full-time/part-time, during the entire contract duration in order to ensure complete delivery of scope of work pertaining to application management services and to meet the SLA requirement.

The bidder is expected to leverage Bank's online tool to track service incident and problem resolution and reporting of SLA.

The service window for FM services shall be Business Hours and Business working days of the Bank of Maharashtra.

Bidders Responsibility

- Provide Application Management services to manage in-scope software applications of the Bank
- Provide relevant reports for the previous month in the 1st week of every month and review it with the Bank in next 3 working days
- Submit the list of reports to track performance on service levels for all managed services under scope of this RFP

Application Management Services	
1	Performing client installation/reinstallation, configuration and un-installation of applications
2	Performing vendor/OEM interaction for resolving application and Infrastructure related issues
3	Performing performance tuning of applications and infrastructure
4	Processing change request and bug fixing
5	Performing performance monitoring and management of application, during business hours
6	Performing patch updates and software updates for in-scope application
7	Resolving issues related to integration with other business application, report generation, workflows, report creation, report customization and assignment of /modification in roles & responsibilities
8	Resolving incidents and problems related to ITAM
9	Supporting Disaster Recovery activities by DR set-up creation and DR management including DR synchronization, DR drills (performed quarterly), etc.
10	Performing any other day-to-day administration and support activities
11	Trouble shooting application server product related issues and Patch Management
12	Configuring, start, stop and managing application server services
13	Backup & restoration management of ITAM servers part of the Solution

Application Management Services	
14	Receiving incidents through phone, web, tools or email. Enter the incidents in the online tool and inform the Bank of the unique incident id generated through email
15	Assign priority based on agreed upon definitions and route the request to the appropriate service engineer (including for on-site or on call support) and track till resolution
16	Providing updates to bank on incidents logged
17	Performing performance management
18	Performing version migration, testing and implementation
19	Performing file level backup for application Server
20	Performing portal/content management
21	Performing user management
22	Providing support to known errors and problems
23	Monitoring web / application server availability
24	Monitoring alert notifications, checking for impending problems, triggering appropriate actions.
25	Periodic assessment and review of the solution deployment and mapping with RBI/ regulatory guidelines every six months during the entire tenure of the contract.

12.7.1 Annexure 8: Pre-bid Query Format

RFP NO:

Dated:

To,
General Manager (IT),
Bank of Maharashtra
Information Technology,
Head Office,
Lokmangal, Shivajinagar,
Pune - 411005

Comments on the Terms & Conditions, Services and Facilities provided:

[Please provide your comments on the Terms & conditions for RFP NO: **XXX** - ____ dated: **XXX** in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
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Dated:

Authorized Signatory

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

12.8 Annexure 9: Bid Security Form

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)

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

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date:

Period of Bank Guarantee: Valid up to

Amount of Bank Guarantee: Rs. 5, 00,000/-

To,
Bank of Maharashtra,
IT Department,
1501, Lokmangal,
Shivajinagar, Pune 411005.

THIS DEED OF GUARANTEE made at thisday of between Bank of a banking company having its office at hereinafter referred to as 'the Bank' of the One Part and Bank of Maharashtra a New Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 'Lokmangal', 1501 Shivajinagar, Pune 411 005, hereinafter called the Beneficiary, of the other Part.

1. Whereas the Beneficiary had invited tenders for Supply, Implementation & Maintenance of IT Asset Management Solution, vide tender No: _____ dated: _____
2. One of the terms of the tender is that bidder are required to give a Bank Guarantee drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 5,00,000- (Rs. Five Lakhs only) as Earnest Money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s <Bidder Name>. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Servers at given locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.

4. At the request of the said M/s. <Bidder Name>. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing:

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs 5, 00,000- (Rs. Five Lakhs only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the Bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

Any such demand made by the Beneficiary shall be binding and conclusive as regards amount due and payable by the Contractor to the Beneficiary. And the Bank undertakes to pay unconditionally on written demand without demur and the claim of beneficiary shall be conclusive and binding as to the amount specified therein.

AND it is further agreed and declared by the Bank that any waiver of any breach of any term of the said contract or any act of forbearance on the part of the Beneficiary or any time given by the Beneficiary to the contractors for carrying out and completing the work under the said contract or any modifications made in the terms and conditions of the said contract or any other act or omission on the part of the Beneficiary which could have in law the effect of discharging a surety, will not discharge the Bank.

AND it is agreed and declared that this guarantee will remain in force until the time fixed in the said contract for completion of the said work or until the expiration of any extended time for such completion and shall be valid for a period of six months from the date hereof i.e. the guarantee shall be valid up to

AND it is agreed and declared that this Guarantee will be irrevocable and enforceable even if the contractor's company goes into liquidation or there is any change in the constitution of the said Company or management of the said Company and shall ensure to the benefit of its successors and assigns and shall be binding on the successors and assigns of the Bank.

Notwithstanding anything contained herein:

- a. The liability of the Bank under this Bank Guarantee shall not exceed Rs 5, 00,000- (Rs. Five Lakhs only).
- 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 is 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

12.9 Annexure 10: Commercial Bill of Material

(Attached as a separate file with RFP)

12.10 Annexure 11: Compliance Statement for Reverse Auction

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

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

Sub: RFP NO: XXXXX for Supply, Implementation & Maintenance of IT Asset Management Solution 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 Earnest Money Deposit. 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 will forfeit the EMD. 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:
bidder

Seal and signature of the

12.11 Annexure 12: List of Deviations Requested

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

Sub: RFP NO: _____ for Supply, Implementation & Maintenance of IT Asset Management Solution dated: XX-XXX-XXXX

[Please provide your comments on the Terms & Conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Detailed Scope of work, Service levels, Instruction to Bidders, Curriculum Vitae, Experience in related projects, etc. You are also requested to provide a reference of the page number, state the clarification point and the deviation that you propose as shown below.]

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Deviations requested	Justification
1					
2					
3					
4					
5					
6					
7					
8					

Yours faithfully,

Authorized Signatory

Designation
Bidder's name

12.12 Annexure 13: Pre Contract Integrity Pact

(To be stamped in accordance with the stamp act)

To be executed on Rs. 500 Stamp Paper

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2019, between on one hand, Bank of Maharashtra through authorized official Shri. _____, General Manager, Information Technology Department, Bank of Maharashtra (hereinafter called the "BUYER", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer <Designation of Authorized official> herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER:

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

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

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
 - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
 - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount

been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956

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

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
 - 5.1.1. Bank Guarantee in Favor of **Bank of Maharashtra IT Department**
 - 5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - 5.1.3. Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required: -
 - 6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - 6.1.2. The Earnest Money Deposit (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.
 - 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- 6.1.5. 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.
- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. 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
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

- 7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded. If the contract has already been concluded then buyer would refund difference in the cost. We opine that even during the currency of the contract at any point of time the Bidder comes to the know that fact of lower price offered to any other agency for the same work in that case the difference of the cost be demanded immediately form the buyer or a time period could be fixed for the same.

8. Independent Monitors:

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his

pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of an 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 i.e, at Pune.

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:

- 12.1. 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.
- 12.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer:

Designation:

IT Department

Bank of Maharashtra

(Office Seal)

BIDDER

CHIEF EXECUTIVE OFFICER

(Office Seal)

Place _____

Date _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

12.13 Annexure 14: Manufacturer's Authorization Form

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

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

Dear Sir,

Sub: RFP No: XX for Supply, Implementation and Maintenance of IT Asset Management dated: XX

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

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

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

1. Such products as the Bank may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and
2. In the event of termination of production of such Products:
 - Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

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

We undertake to extend our continuous support and assurance for the solution offered not getting end of support/ end of sale during entire contract period of 5 years.

We further certify that, in case the authorized distributor/ system integrator is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable service provider.

Place:

Date:

Seal and signature of the bidder

12.14 Annexure 15: Resource Deployment Plan

Bidder should provide the CV's of proposed resources. The Bidder also needs to fill the below Resource Deployment which it plans to deploy during the implementation phase of the project. This should comply with the minimum resource requirement mentioned in the RFP NO: XX dated: XX.

Resource Name	Role	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12
	ITAM Administrator	F/P											
	ITAM Support												

Note:

- F – Full Time
- P – Part Time Resource Deployment Plan during Support Phase

Sr. No	Services	Resource Level (L1/L2/L3)	Resource Type (Onsite/ remote)	No of Resources Year 1	No of Resources Year 2	No of Resources Year 3	No of Resources Year 4	No of Resources Year 5
1	ITAM Administrator	L2						
2	ITAM Support	L1						
3	ITAM Support	L1						

Note:

- Resources proposed should have minimum 1 year of experience on similar ITAM projects
- Bidder is required to share CV's of the proposed resources
- Resource Deployment sheet shall be as per the support model proposed
- The proposed model shall fulfil minimum requirements outlined in the RFP and as per the Service Window
- Bidder should ensure that support model should meet SLA requirements and Industry best practices

12.15 Annexure 16: Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction

Introduction:

Bank of Maharashtra intends to use E-procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP NO - _____, dated _____

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

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

a. APPLICABILITY:

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in **Annexure - 11**.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

b. ELIGIBILITY:

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

c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
 1. Acceptance of Rules for Reverse Auction and undertaking as per format in **Annexure-11**.
 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.

d. TRAINING:

- i. The Bank will facilitate training for participation in Reverse Auction through the service provider for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.
- ii. Wherever necessary, the Bank / service provider may also conduct a 'mock reverse auction' to familiarize the bidders with

Reverse Auction process.

- iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
- iv. Each bidder / bidder shall participate in the training at his / their own cost.

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

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

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

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

g. **CONDUCT OF REVERSE AUCTION:**

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

h. **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.

i. **MASKING OF NAMES:**

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

j. **START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in **ANNEXURE-10 OF RFP** before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the TCO of **ANNEXURE-10 OF RFP**. This total value is taken as the start price of the bidding process.

k. **DECREMENTAL BID VALUE**

- i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.50, 000/-.
- ii. The bid decrement value shall be in multiples of Rs. 50,000/-.
- iii. The web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decrement value will be appropriated across the line items of **ANNEXURE-10** 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 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 bidder has to submit the final bill of material as per **ANNEXURE-10 OF RFP** duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
- iv. Bank would not be liable, 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.

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

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-10 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. Only those bidders who are technically qualified and competent to provide the required solution as per **RFP - XXXXXX** are only eligible to participate in Reverse Auction Process.
- l. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.

12.16 Annexure 17: Past Experience

RFP NO: XX

Dated: XX

Sr. No.	Name of the Customer	Brief Scope of work (specify the size of the bank, implementation scope - modules and version, application support scope - number of years, date of go live of each module etc.)	Attach reference Letter	Project Status (Module wise Live/ Under implementation)

(Enclose necessary documentary proof)

12.17 Annexure 18: 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: ____ Months
Last date of lodgment of claim: _____20__

This deed of guarantee is executed on this _____ Day of _____20__ by {Name of the Bank issuing guarantee} a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) (hereinafter referred to as the '**Guarantor Bank**', which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns) in favour of **Bank of Maharashtra**, a New Bank constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, and having its Head Office at Lokmangal, 1501, Shivajinagar, Pune-411005 (hereinafter referred to as "**Beneficiary Bank**", which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns), for an amount not exceeding Rs. _____/- (Rs. _____ only) at the request of M/s _____ (with address).

Whereas engagement letter no. _____ PO/LOI _____ dated _____20__ (hereinafter called the "**Contract**") for Rs. _____/- (Rs. _____ only) placed by the Beneficiary Bank on M/s _____, having its Head Office at _____ and a branch office at _____ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor have to _____ (Name of the Project) _____ as per the engagement letter referred hereinabove.

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

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:-

In consideration of Bank of Maharashtra, the beneficiary bank, having issued engagement letter No. _____ PO/LOI _____ dated _____20__ for Rs. _____/- (Rs. _____ only) on M/s _____, having its Head Office at _____ for _____ (Name of the Project) _____ as per the engagement letter referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:

- 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:

- i) Our Bank's liability under this Guarantee shall not exceed Rs. ____/- (Rs. _____ only)
- ii) This Bank Guarantee shall be valid up to ____ Months_____.
- iii) Guarantor Bank is liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if the beneficiary Bank serve upon the guarantor Bank a written claim or demand on or before _____ at _____ (indicate the name of Guarantor Bank with address)

“Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. ____ /- (Rs. _____ only). This guarantee shall remain in force until solely at _____ (indicate the name of Guarantor Bank with address) and on or before _____ unless a demand or claim is lodged with us within the aforesaid time, your rights under the guarantee shall be forfeited and we shall

not be liable there under. This guarantee shall be governed by and construct in accordance with the laws of India.

IN WITNESS WHEREOF the authorized signatories of the said (Guarantor Bank) have signed this deed for and on behalf of the guarantor on the date first hereinabove mentioned.

Place:

SEAL

Code No.

SIGNATURE

12.18 Annexure 19: Non-Disclosure Agreement

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

This Confidentiality cum Non-disclosure Agreement is entered into at _____ on this day _____ of _____ 2019, between _____ a company within the meaning of Companies Act, 1956, having its Registered Office

_____ and **Bank of Maharashtra**, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its **Head Office at 1501, 'LOKMANGAL', Shivajinagar, Pune – 411 005 (herein after referred to as 'BOM' or "Bank")**.

_____ and BOM would be having discussions and negotiations concerning the establishment during continuance of a business relationship between them as per Agreement dated _____ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnesseth:

1 Proprietary Information: As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2 Confidentiality

a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement. Any information considered sensitive must be protected by the Bidder from unauthorized disclosure or access.

b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is

obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3. Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:
 - (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
 - (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
 - (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.
4. Limit on Obligations : The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:
 - a) Is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
 - b) Is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
 - c) Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
 - d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
 - e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.
5. Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

6. Communications: Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

MIS _____

Bank of Maharashtra

Attn: _____

Attn: _____

7. Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive forever following the term of the Agreement dated _____.

- a. Nothing herein contained shall be construed as a grant by implication, estoppels, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

8. Damages: The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

9. Miscellaneous:

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assignees
- c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For _____

Authorized Signatory

Shri _____

Designation _____

For Bank of Maharashtra

Authorized Signatory

Shri _____

sDesignation _____

12.19 Annexure 20: 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,
Lokmangal, 1501,
Shivajinagar, Pune

Sir,

Sub: RFP for Supply, Implementation and Maintenance of IT Asset Management Solution

We hereby undertake that the proposed ITAM solution to be supplied to the Bank 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

12.20 Annexure 21: Compliance Agreement

We communicate our unconditional acceptance to the following terms and conditions of RFP XXXXXX

- 1) We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. XXXXXX for the ITAM solution procurement.
- 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) Proposed ITAM solution shall be kept in compliance to the various statutory requirements specified by RBI/Cert-In/NCIIPC from time to time in future
- 7) 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.
- 8) 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.
- 9) 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.
- 10) 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.
- 11) Bank of Maharashtra has the right to decide to extend, reschedule, cancel the RFP.
- 12) Please note that Bank of Maharashtra may consider debaring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
- 13) We have read the Bank of Maharashtra technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
- 14) Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
- 15) If successful, we are agreed to provide uninterrupted service for next 5 years.

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

Name:
Designation:
Organization:

Place:

Stamp:
Date:
Signature: