

**RFP Reference No. 182015**

REQUEST FOR PROPOSAL (RFP)  
FOR  
SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE  
OF  
CTS SCANNERS FOR CHEQUE TRUNCATION , PAN INDIA.



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

**Cost of Tender Document Rs 5,000/-**



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## 1. Invitation for Tender offers

In order to meet the scanner requirement for Western grid, South grid and Northern Grid Bank of Maharashtra invites sealed tender offers (Technical bid and masked Commercial bid) from eligible, reputed manufacturers and / or authorized dealers of Scanners for supply, installation, commissioning and maintenance of Scanners.

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.5,000/- (Rs. Five thousand only) by demand draft / bankers cheque in favour of Bank of Maharashtra and payable at Pune.

### Bid Collection and Submission

Tender Reference number	<b>182015</b>
Price of Tender Copy	5,000/-
Date of commencement of sale of tender document	27/01/2016
Last Date of sale of tender document	17/02/2016 up to 13.00 hours
Queries to be mailed by	04/02/2016 up to 16.00 hours
Queries mailed to the mail IDs	<a href="mailto:sunil.ganguly@mahabank.co.in">sunil.ganguly@mahabank.co.in</a> <a href="mailto:cmitd1@mahabank.co.in">cmitd1@mahabank.co.in</a>
Pre-Bid meeting with Bidders	06/02/2016 at 16.00 hours
Last Date and Time for receipts of tender offers	17/02/2016 up to 14.00 hours
Time and Date of Opening of technical bids	17/02/2016 at 15.00 hours
Place of Opening tender offers	Bank of Maharashtra IT, BPR & MIS Department Head Office, 1501, Lokmangal, Shivajinagar, Pune – 411 005.
Address of Communication	As above
Earnest Money Deposit	5,00,000/-
Contact Telephone Numbers	Phone : 020 - 25536266 020 - 25536051 Fax : 020 – 25521568

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

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

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

General Manager  
Information Technology



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## Instructions to bidders

### About Bank of Maharashtra

Bank of Maharashtra is a Public Sector Bank with a standing of 75 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. The Bank has more than 1891 fully computerized branches spread across the country. In the state of Maharashtra itself, it has more than 1000 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporates, agriculturists and importers & exporters.

The 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 includes 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.

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

### 1.1. Two Bid System Tender

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

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

Bank's address
The Deputy General Manager IT, BPR & MIS Bank of Maharashtra "Lokmangal", 1501, Shivajinagar Pune – 411005

Following two officers have been authorized to accept the tender documents

1. Sunil Ganguly, Senior Manager- Head Office Pune
2. Sanjeeb Vishwakarma , Manager- Head Office Pune

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

- Type of Offer (Technical)
- Tender Reference Number
- Due Date



- Name of Bidder

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

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

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

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

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

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

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

#### 1.2. Schedules of the Tender

This tender comprises of following schedules.

Schedule Number	Name of Schedule	Components
I	Scanner	Supply and installation of Scanner
II	AMC	Annual Maintenance Contract
III	TCO	

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





The bidder must ensure that Scanners & AMC as specified in the above two schedules are offered by them and bidder must successfully install and commission scanners with different CTS application in three different grids to offer a complete, successful, cost effective and efficient solution.

## 2. Qualification Criteria

Sl no	Eligibility of the Bidder	Supporting Documents
1.	The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 and shall be in existence for the last five years having a turnover of Rs.5 Crore per year in the last three financial year's i.e. 2012-2013, 2013-2014 and 2014-2015. This must be the individual Company's turnover and not that of any group of Companies.	Copy of the certificate of incorporation should be enclosed as documentary proof and Audited Balance sheet should be submitted for the FY-2012-2013, FY-2013-2014 & FY-2014-2015.
2.	The Bidder Company should have made profits in at least one financial years out of last three financial years	A copy of relevant years' audited annual reports / financial statements shall be submitted with the offer in support of net sales turnover and profit
3.	The bidder should be the Original Equipment Manufacturer (OEM) or its authorized agent for supplier of the Scanners	Letter from OEM is required to be submitted .
4.	The bidder should have Delivered/installed at least 200 Cheque Imaging scanners of 100 dpm at Scheduled Commercial Bank during the last two years and its cheque scanners should be in use.	Latest PO Copies and performance certificates required to be submitted by the concerned bidders for delivery and installation at the customer end.
5.	The bidder shall have exclusive support infrastructure/centers for maintenance of scanners at minimum 34 locations across the country (refer Annexure G (B)) either own or through franchisee.	List of such support centers with contact persons, telephone numbers and addresses should be enclosed
6.	The bidder should be able to provide efficient and effective support at all centers, so as to meet 24*7 hrs service support with maximum 4 hrs response time	A commitment to this effect should be furnished
7.	The Bidder shall not have been blacklisted by any government organization / banks.	Self-declaration to that effect shall be submitted along with the technical bid
8.	Bidder shall have to accept all the clauses of Integrity Pact as mentioned in the document in Annexure-J.	Signed integrity pact ( as per annexure-J) should be submitted along with the technical bid on a stamp paper of Rs.500/-



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## 2.1. Quality Standards

Bank of Maharashtra is looking for well-proven branded products, which is volume produced and are used by a large number of users in India / abroad. All products quoted should be associated with specific model numbers and names and with printed literature describing configuration and functionality. Any deviations from the printed specifications should be clearly identified in a separate Annexure titled 'Deviations' which must be supplied by the bidder along with the offer document. Bank reserves the right to reject the bids in case of deviations.

## 2.2. Earnest Money Deposit

Bidders are required to submit along with the offer a Demand Draft drawn **in favor of Bank of Maharashtra and payable at Pune**, (valid for 90 days) for an amount of Rs. 5.00 lakhs (Rupees Five lakhs only) towards Earnest Money Deposit (EMD). Offers made without E.M.D. will be rejected. Bank will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee ( Valid for 180 days ) in lieu of EMD for an equivalent amount issued by any Public Sector Bank (other than Bank of Maharashtra) or any Schedule Commercial Bank acceptable to Bank of Maharashtra. For Bank Guarantee other than from a Public sector bank, prior permission of Bank of Maharashtra shall be essential. The format of BG is enclosed.

## 2.3. Manufacturer's Authorization Form

Bidder, other than sole agents in India of the manufacturers, must submit a letter of authority from their manufacturers that they have been authorized to quote for on behalf of the manufacturer. Authorization from authorized distributors/dealers for items is acceptable.

## 2.4. Qualification Criteria

The bidders fulfilling all the "eligibility criteria" mentioned under Point 2 above only will be subjected to further process of technical evaluation.

## 2.5. Terms and Conditions

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



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## 2.6. Non-transferable Tender

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

## 2.7. Soft Copy of Tender document

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

The bidders who are submitting the bid by downloading the same from the Bank's website will have to pay the non-refundable fee of Rs.5,000/- by way of a demand draft / bankers' cheque in favour of Bank of Maharashtra payable at Pune while submitting the bid. In case the bidder chooses to attend the pre bid meeting, the bidder should send DD for Rs.5,000/- being the cost of tender document. **Purchase of tender document is mandatory for attending pre-bid meeting.**

## 2.8. Offer validity Period

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

## 2.9. Address of Communication

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

**The Deputy General Manager,  
Information Technology,  
Bank of Maharashtra,  
Head Office, "Lokmangal",  
1501, Shivaji Nagar,  
Pune – 411 005  
Emails: [dgmitd@mahabank.co.in](mailto:dgmitd@mahabank.co.in),**



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## 2.10. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach us in writing or by e-mail on or before **February 04, 2016** on the address as mentioned above. Queries not received in the format as per Annexure-K and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained if received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website.

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

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

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

**Only two authorized representatives of the bidder who have purchased the RFP will be allowed to attend the Pre-Bid meeting.**

## 2.11. Opening of Offers by Bank of Maharashtra

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

## 2.12. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

### a) Eligibility Criteria :

Bank of Maharashtra will undertake primary scrutiny of the eligibility of the bidders as per "eligibility criteria" mentioned under point no.2 above based on the documents submitted. The offers of the bidders fulfilling the above eligibility criteria only will be taken up for further scrutiny i.e. technical evaluation. This primary scrutiny will be taken up on the last date of the technical bid submission, in the evening same day.



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**b) Technical evaluation:**

Bank of Maharashtra shall undertake detailed scrutiny of the offers to determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. Only those bidders who qualify in technical evaluation will be short listed for commercial evaluation. **The formats for technical evaluation is enclosed vide Annexure A. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents.**

**c) Commercial 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.**

Bank will open and scrutinize commercial offers of technically qualified bidders only. The Commercial bids will have to be submitted in the format as per **Annexure-H**. Commercial bids should not have any alteration or overwriting. The Bank may reject or load the financial implication of any alteration found in the commercial bid submitted by the respective bidder. The calculation done by the Bank will be final and binding on the bidders. If any cost item in the commercial bid is found to be blank and not filled with any amount, it shall be considered as zero and the same will have to be offered to the Bank free of any charges. Bank will consider Six years' TCO (Total Cost of Ownership) for the purpose of price comparisons given by the bidders on the figures in the **Schedule III of Annexure H**. Only the details of **Schedule-III** will be read subject to verification after opening of commercial bids. In case Bank does not opt for online reverse auction, the lowest commercial bid will be eligible for selection.

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

**2.13. Clarification of Offers**

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



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#### 2.14. No Commitment to Accept Lowest or Any Tender

Bank of Maharashtra shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. Bank of Maharashtra reserves the right to make any changes in the terms and conditions of purchase. Bank of Maharashtra will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

#### 2.15. Documentation

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

- Make and model numbers Scanner quoted for.
- Specifications of all items asked along with technical specifications table.
- All the software along with the scanner should be free of cost and bank will not pay any amount for the same.

#### 2.16. Submission of Technical Details

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

#### 2.17. Make, Models & Part numbers of the equipment

It is mandatory to provide the make, model and part number of Scanners and their subcomponents as asked for in the technical specification. The offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items offered. Please note that substituting this information by just brand name is not enough. (Part no of the sub components may be provided.)

#### 2.18. Format for Technical bid



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

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

1. Index
2. Covering letter. This should be as per Annexure C.
3. Details of the bidder, as per Annexure D.
4. Compliance of eligibility criteria along with support documents in following format.

Sl.	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
1	Certificate of Incorporation		
2	Balance Sheets – 2012-13 2013-14 2014-15 (If the Balance sheet is not audited, then the provisional statements duly certified by the Chartered Accountant and CFO of the company under company's seal to be submitted)		Net Sales Turnover : Rs in Lakhs)
3	Profit figure 2012-13 2013-14 2014-15		Net Profit After Tax: (Rs in Lakhs)
4	Original Equipment Manufacturer (OEM) or its authorized agent for supplier of the Scanners; documentary proof to that effect should be enclosed.		
5	The bidder should have Delivered/installed at least 200 Cheque Imaging scanners of 100 dpm at Scheduled Commercial Bank during the last two years and its cheque scanners should be in use		
6	Address of 34 support center across the country.		
7	Self-declaration for not being blacklisted		
8	To provide efficient and effective support at all centers, so as to meet 24*7 hrs service support with maximum 4 hrs response time – A commitment to this effect should be furnished		





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

5. Technical bid with Specifications as given in Annexure A, complete with all the columns filled in.
6. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document from 3.1 to 3.26.

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
3.1	Support Personnel		
3.2	Technical Inspection & Performance Evaluation		
3.3	Payment Terms		
3.4	Delivery, Installation and Commissioning		
3.5	Completeness of Installation		
3.6	Order Cancellation		
3.7	Inter-working of hardware & Software		
3.8	Acceptance Tests		
3.9	Software Drivers & Manuals		
3.10	Scanner Warranty		
3.11	AMC		
3.12	Spare Parts		
3.13	Liquidated Damages		
3.14	Penalty for Delay		
3.15	Penalty for Downtime		
3.16	Failure		
3.17	Indemnity		
3.18	Publicity		
3.19	Application Software & Drivers		
3.22	Guarantees		
3.21	Force Majeure		
3.22	Resolution of Disputes		
3.23	Non Disclosure Agreement		
3.24	Levis and taxes		
3.25	Adoption of Integrity Pact		
3.26	Performance Bank Guarantee		

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





7. Warranty (for all relevant schedules). This should not contain any price information.
8. Delivery and Implementation schedule.
9. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
10. System software details.
11. Manufacturers' Authorization Form ( if applicable ) as per Annexure E
12. Details of Past installation , as per Annexure F
13. Details of support centers as per Annexure G
14. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
15. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
16. All documentary evidence wherever required to be submitted be properly arranged.
17. Copy of the Commercial Bid duly masking the price column.
18. Signed Integrity pact as per Annexure-J on a stamp paper of Rs.500/-.
19. Authorization letter from Bank's CTS vendors (three different vendors for the three grids) that the scanner is compatible with the CTS application.

### 2.19. Masked Commercial

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

### 2.20. Scope of Work

To supply, install, configure, test, commission and maintain the Cheque Imaging Scanners. The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The vendor will arrange to shift the equipment and install and commission the same.

Providing service and onsite support during warranty period without any extra cost to the Bank and post warranty period as per Bank's requirement under AMC.

Scope also includes, without any extra cost to the Bank, resolving hardware and software related issues during warranty and during post warranty period including installation/reinstallation of the scanners and related software, patches, bug fixes (where ever provided by the Bank), configuration to network, driver installation, if required, due to any reason what-so-ever.

**The bidder has to enter into a rate contract with the Bank for Supply Installation, Configuration, Testing, Commissioning and Maintenance of various types of UV based Cheque imaging scanners for Cheque Truncation System as per models, specifications and functionality approved by the bank. The rates will be valid for a period of ONE YEAR, if not revised earlier. The bidder will pass on to the bank, the**



benefit of discounts if any announced during any period in respect of orders placed during that period. The bidder will also provide the latest model available, if there is upward revision in the model offered, at no extra cost to the Bank. Bank may extend the rate contract for a further period of 1 year or any other period subject to satisfactory performance of vendor and on mutual agreement on the terms and conditions.

The bidder should have to integrate Cheque Scanners with the Bank's existing CTS Application software within 4-6 weeks' time from the date of placement of order. It will be bidder's sole responsibility to get their cheque scanners certified with the Bank's CTS Application procured at its own cost and expenses. Scanners should be compatible with Banks' CTS Application at various grids with three different vendors. In case the same are not found to be compatible the same shall be replaced with the equivalent compatible scanner failing of which the Bank may scrap the order.

**The proposed cheque scanners should be able to capture Indian cheques along with deposit slip as well.**

If required, bidder shall arrange a demo of its scanner with Bank's CTS application (in all three grids) at Bank's location with no extra cost to the Bank, failing to which bidder will not be considered for further processing.

## **2.21. Erasures or Alterations**

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

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

## **2.22. Locations**

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



### 2.23. Costs & Currency

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

1. Cost of the equipment
2. Installation and commissioning charges, if any.
3. Minimum of three-year comprehensive on-site warranty covering all parts & labor.
4. Transportation and Forwarding charges to the site.
5. In addition to transit insurance normal electronic equipment insurance should be available up to installation or up to 30 days from date of delivery whichever is earlier.
6. All taxes and levies including service tax and VAT but excluding Octroi/LBT

### 2.24. Fixed Price

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

### 2.25. Short-listing of Bidders

Bank of Maharashtra will short list bidders based on the technical evaluation and **Commercial bids of only these technically qualified bidders will be opened.**

### 2.26. Right to Alter Quantities

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

### 2.27. Rate Contract

Bank of Maharashtra reserves the right to enter into a rate contract with L1 for delivery of Scanner for any branches / offices. The validity of the rate contract shall be 12 months from the date of last pre-delivery inspection. The same technical specifications and terms of Commercial bid shall apply mutatis-mutandi to the order placed through the rate contract as specified through this tender. However during the validity of the rate contract, if there is downward revision of the prices beyond 10% of the price negotiated at the time of placing the order, Bank of Maharashtra reserves the right to re-negotiate the prices before placing the order. Bank may extend the rate contract for a further period of 1 year or any other period subject to satisfactory performance of vendor and on mutual agreement on the terms and conditions.



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## 2.28. Repeat Orders

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.

## 3. Terms and Conditions

### 3.1. Support Personnel

In addition to the regular support centers the bidder should provide one contact person either own employee or through franchisee for each regional office of Bank of Maharashtra at the cities listed in **Annexure – G (B)**.

### 3.2. Technical Inspection and Performance Evaluation

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

### 3.3. Payment Terms

Bank of Maharashtra will make payment as follows:

1. 90 % of the order value will be paid on completion of installation, commissioning and subject to acceptance of the systems by the Bank , of all the Scanners ordered.
2. Out of the balance 10%, 1% amount would be retained by the Bank till expiry of warranty period and 9% would be paid against a Performance Bank Guarantee (as per the format prescribed by the Bank) of 10% of the total contract value, the expiry date of the performance bank guarantee and the date of expiry of warranty will be co-terminus.
3. Payments will not be released for any part-shipment or short-shipments.
4. Payments will be released by the IT Department of the Head office centrally within 30 days of receipt of Invoices accompanied by copy of Delivery Challan, Installation Report & duly signed by the In-Charge of the location where the equipment has been delivered & installed.

### 3.4. Delivery, Installation and Commissioning



The Bidder shall be responsible for delivery and installation of the equipment ordered at all the sites and for making them fully operational at no **extra charge within 4 weeks of receiving the purchase order**. The signing authority will be Branch Manager or Officer at branch / office.

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

Appropriate insurance to cover the equipment for the transit period and till 30 days after delivery or installation whichever is earlier. The copy of the Insurance Policy should be submitted to the Bank after PDI ( pre delivery inspection ) at the discretion of Bank of Maharashtra, there will be an acceptance test conducted by the bidder in presence of Bank of Maharashtra officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in system supplied, Bank of Maharashtra may cancel the entire purchase order and return the equipment back to the bidder at bidder's costs and risks.

The Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation.

**PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.**

### **3.5. Completeness of Installation**

The installation will be deemed as incomplete if any component of the Scanner or any documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to Bank of Maharashtra after acceptance testing/examination.

In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire site will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 10 days.



### **3.6. Order Cancellation**

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

1. Delay in delivery beyond the specified period for delivery.
2. Delay in installation beyond 6 weeks from the date of purchase order.
3. Serious discrepancy in Scanners noticed in the scanner.

In addition to the cancellation of purchase order, Bank of Maharashtra reserves the right to levy to appropriate damages from the earnest money deposit (EMD) given by the bidder or invoke the Bank Guarantee given in lieu of EMD and/or invoke the bank guarantee given by the supplier against the advance payment.

### **3.7. Inter-working of hardware and Software**

The bidder must integrate Scanner with the CTS application running in the Bank and make the system integrated and fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same except for the problems in the application software, if any. Under no circumstances will a problem/fault be blamed on the application software without sufficient cause and justification.

The bidder must also take necessary steps to successfully install all the software components (API) supplied by him on the Servers/Desktops.

### **3.8. Acceptance Tests**

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

### **3.9. Software Drivers, Manuals & Accessories**

The Scanners will have to be supplied with Software Drivers, Manuals and one complete set of accessories like cartridge, scanner cleaning tape etc., future cost of the



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consumables will be borne by the bank at rates which would be finalized with the bidder by mutual consent.

### **3.10. Scanner Warranty**

The offer must include a minimum three years comprehensive on-site warranty. The Warranty in respect of all the locations would start from a single and uniform date. The uniform date would be the date on which 75% of the total order value is installed, commissioned and same is accepted by the Bank. Although it's possible that different lots are installed and commissioned on different dates yet in no case, there would be multiple warranty dates.

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the tender. Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, bidder shall maintain the systems and repair/replace at the installed site all defective components, at no charge to Bank of Maharashtra.

During the warranty period, Vendor would be required to maintain adequate spares/consumables locally to ensure prompt attendance to faults.

During warranty period all parts developing defects are replaceable at no cost to the Bank

### **3.11. Annual Maintenance Charges**

The bidder should provide post warranty AMC services on the quoted rate in TCO on the cost of the scanner. The quoted AMC rate would be applicable for 24\*7 hrs support and response time should not be more than 4 hrs. AMC would cover all components except ink cartridges. The bidder's engineer will visit branches/offices for regular Preventive Maintenance of scanner, at least, once in a quarter.

The offer must give commitment to provide maintenance for three years from the date of expiry of warranty. Bidders are expected to maintain the equipment supplied for at least six years from the date of acceptance by bank.

Bank will pay AMC charges in Indian Rupees at the end of the each quarter for every quarter.

### **3.12. Spare parts**

Bidder will make the spare parts for the systems available for a minimum period of five years from the time of acceptance of the system. Thereafter, bidder will give at least





twelve months notice prior to discontinuation of support services, so that Bank of Maharashtra may order its requirements of the spares, if it so desires. If any of the peripherals, components like Memory, power adapter, battery of Scanner etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to Bank of Maharashtra.

### **3.13. Liquidated Damages**

If there is a delay by the bidder in the delivery of the Scanners as will be mentioned in the purchase order, the bidder will be liable to pay a sum of 1% (one percent) of the order value per site per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. In case the complete delivery is delayed beyond the scheduled delivery date, Bank of Maharashtra reserves the right to cancel the contract and return the partially delivered equipment, if any, at the cost of the bidder. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value.

### **3.14. Penalty for delay**

For any delay in installation and commissioning of the Scanner, Bank of Maharashtra will charge penalty @ 0.5% of the order value per site per week or part thereof. Total of such penalty mentioned under the clause 3.14 and 3.15 put together shall be subject to maximum of 10 percent of the total order value.

### **3.15. Penalty for downtime**

Any Scanner that is reported to be down by 3.00 p.m. on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) latest by 12 noon on the next day.

In case bidder fails to meet the above standards of maintenance, Bank will impose penalty of Rs. 1000/- per day.

During warranty period, the penalty would be recovered from the vendor from the 1% retention amount. If the 1% amount is not sufficient to recover the penalty, the vendor would be liable to pay the penalty amount within a period of 15 days from the date of demand made by the bank through its branches/offices. If the vendor does not make the payment of penalty within the stipulated period, the bank is free to invoke the bank guarantee and recover the amount.





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The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. **uptime of 98% of the time on a 24x7x365 basis**

Uptime is calculated as  $\text{Uptime (\%)} = \frac{\text{Sum of total hrs during month} - \text{Sum of downtime hrs during month}}{\text{Sum of total hours during the month}} \times 100$

Total hours during the month = No. of working days x 8

### **3.16. Failure**

If during the warranty period, any Scanner has a failure on four or more occasions in a quarter, it shall be replaced by equivalent new Scanner by the bidder at no cost to Bank of Maharashtra.

### **3.17. Indemnity**

Bidder shall indemnify, protect and save Bank of Maharashtra 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 in respect of all the hardware / software / network equipment etc. supplied by him.

### **3.18. Publicity**

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

### **3.19. Application software and Drivers**

Bank of Maharashtra and/or the application software bidder will install the application software and drivers on the systems. It is bidder's responsibility to co-operate with the application software development agency appointed by Bank of Maharashtra to ensure that the installation is successful. No changes in application systems will be made to suit the new Scanners.

### **3.20. Guarantees**

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



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

### **3.21. Force Majeure**

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of Bank of Maharashtra either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify Bank of Maharashtra in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Bank of Maharashtra in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of three months, Bank of Maharashtra and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of Bank of Maharashtra shall be final and binding on the bidder.

### **3.22. Resolution of Disputes**

Bank of Maharashtra and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Bank of Maharashtra and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by Bank of Maharashtra and the other to be nominated by the Bidder. In the case of the said



Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The arbitration and reconciliation act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Pune.

### **3.23. Non Disclosure Agreement**

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

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

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

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

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

### **3.24. Levis and taxes:-**

1. The Successful Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with transportation of equipment at site including incidental services and commissioning. Payment of Octroi /LBT/entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.

2. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price quoted in the Bid by the Bidder shall include all such taxes in the Contract Price.



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

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

5. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

### 3.25. 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 -J** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.



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

<b>Shri. Nilomni Bhakta</b> Address - A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A Nerul, Navi Mumbai, 400706  Email - nilmoni.bhakta@gmail.com	<b>Shri. Madan Lal Sharma</b> Address - K-23, Jangpura Extention New Delhi  Email - ml.sharma1965@yahoo.com
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### 3.26. Performance Bank Guarantee

Within 15 (fifteen) days (inclusive of holidays) of date of Commencement & Acceptance, the successful Bidder shall furnish a bank guarantee for a period of **36 months** from the date of acceptance to the Bank. Bank Guarantee for an amount of 10% of the total TCO arrived at based on the indicative volume, in the Annexure H. The bank guarantees issued by any scheduled commercial bank other than Bank of Maharashtra is acceptable to the Bank.

## 4. Schedule of Items Required :

### Schedule I : Scanners (as per NPCI specification UV enabled scanner )

Sl.	Item	Speed	Quantity( indicative)
1.	UV enabled CTS cheque ( Indian Cheques) scanner as per NPCI specifications which are integrated with Bank's CTS software with Comprehensive 3 years warranty	100 dpm	300

**Note:** The scanners will be delivered with one complete set of accessories like cartridge, scanner cleaning tape etc., future cost of consumables will be borne by the Bank.



## 5. Annexure - A Technical Specifications :-

Sr No	Functionality	Description	Compliance (Yes/No)
1.	Make/Model	Please Specify the make and model	
2.	Performance (Minimum)	100 DPM or above with UV Imaging	
3.	Size	Table Top	
4.	Automatic Document Feeder	- Single Document automatic insertion - Holding over 25 document, Double feed detection - Double feed detection	
5.	Pockets	A single exit pocket capable of holding upto 30 or above documents. Pocket Full sensor	
7.	Interface & Drivers	USB2.0 port/ Backward compatible with USB 1.1 Windows 2000/XP/Vista/7/8	
8.	Magnetic Reader	E13B / CMC7/Auto detect MICR reader	
9.	Image Capture	<b>Black &amp; white, Grey and color imaging capability with resolution of 100, 200,300 dpi. Scanners should support image standard specified by RBI/NPCI. Ultra Violet Imaging: Detect the presence of UV ink on the cheques and the driver should be integrated with Bank of maharashtra's CTS application .</b>	
10.	Ink jet printer	High resolution rear ink jet printer Printing capability: Single line, Alphanumeric characters, all MS Windows fonts Printed information captured by the image. Automatic Cartridge presence detection and empty cartridge detection.	
11.	Diagnostic	On board Diagnostics: Tests the functionality of the scanner. Power-on Self-Testing: Automatic self-testing and photocells calibration when powering the scanner.	
12.	Other additional Components	Bidder should provide certified IQA / IQU engine along with scanner as indicated by RBI/NPCI in its latest Circular. All IQA related Changes shall be made by the Cheque scanner bidder free of cost from time to time	
13.	Supported captured image formats	BMP, JPEG, TIFF, TIFF level IV, by software compression	
14.	Endorsement requirement	The proposed Cheque scanner shall comply with the endorsement requirement stated in the latest RBI / NPCI circular	

Date :

Signature of Authorised Official with Seal



## 6. Annexure B – Checklist for Product Documentation

### Note:

1. Bidders are required to provide printed technical documentation for the items listed in Table below.
2. Availability of adequate, correct and relevant technical documentation is essential for evaluation of any offer.
3. Bidders are requested to provide original (not photocopies) copies of the documentation. In case the original copies are not available, bidders can provide clear readable photocopies.
4. Bidders to mark the column “Documentation Provided” with Tick mark ( ☒ ) or Cross ( ☐ ), as appropriate.
5. Bidder may add any other documentation, which will support their offer.

### 6.1. Schedule I –

Sl.	Item	Documentation provided (Yes/No)
1.	UV enabled CTS cheque ( Indian Cheques) scanner as per NPCI specifications which are integrated with Bank's CTS software , with Comprehensive 3 years warranty	





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## 7. Annexure C - Tender offer cover letter

Date: \_\_\_\_\_ 2016

Tender Reference No.: \_\_\_\_\_

To:

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

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the Scanners as mentioned in schedule I of Schedule Of items in conformity with the said tender documents in accordance with the Schedule of Prices indicated in the Commercial bid and made part of this tender.

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

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

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

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





## 8. Annexure D – Details of the Bidder

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

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group)  2012-13 2013-14 2014-15	
9.	Profit of the company (not of group)  2012-13 2013-14 2014-15	
10.	Sales Tax Number/ VAT/ Service Tax Registration Number & validity	
11.	Income Tax Number( PAN No)	
12.	Whether direct manufacturer or authorized dealers/agent	
13.	Name and Address of manufacturer of Scanner	
14.	Location of Manufacturing facility	
15.	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	
16.	Brief Description of after sales service facilities available with the bidder Please fill up Annexure G also.	
17.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	



**9. Annexure E – Manufacturer's Authorization Form (MAF)**

No. \_\_\_\_\_ dated \_\_\_\_\_

TO

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

Dear Sir,

Tender Reference No. \_\_\_\_\_

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

We confirm that our company (as a single unit, not the group) has net sales turnover exceeding Rs 10.00 crores each in last three financial years (i.e. 2012-13, 2013-14 and 2014-15). We also confirm that we have made profit in \_\_\_\_\_ financial year, our company has made a net profit after tax.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm.

Yours faithfully,  
(Name)

for and on behalf of

M/s \_\_\_\_\_  
(Name of manufactures)

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



10. Annexure F - Details of Track Record (Past Installations)

Name of the Vendor \_\_\_\_\_

Name of the Client	Scanner		Date of completion of delivery as per contract as well as Actual		Contact person • Name • Tel. No. • Fax No. • Address	Total Amount of Order
	Make, Model	Qty	As per contract	Actual		

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

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



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### 11. Annexure G (A) - Details of Service Centers

Sl.	Place	Own or Franchise	Postal Address	Contact numbers	Service Facilities available (Describe)	Number of service engineers	Time to report to the location
1							
2							
3							



**12. Annexure G ( B ) – Details of Locations of Bank's Zonal Offices**

Sl.	Place	
1	Ahmedabad	
2	Ahmednagar	
3	Amarawati	
4	Akola	
5	Aurangabad	
6	Bangalore	
7	Bhopal	
8	Chandrapur	
9	Chandigarh	
10	Chennai	
11	Delhi	
12	Goa	
13	Hyderabad	
14	Indore	
15	Jabalpur	
16	Jalgaon	
17	Jaipur	
18	Kolkata	
19	Kolhapur	
20	Lucknow	
21	Latur	
22	Mumbai City	
23	Mumbai Suburb	
24	Nagpur	
25	Nasik	
26	Pune City	
27	Pune Rural	
28	Pune West	
29	Raigad	
30	Raipur	
31	Solapur	
32	Satara	
33	Thane	



### 13. Annexure H - Bill of Materials

#### Schedule of Items

##### Schedule I – Scanners

Sl.	Item	Location	Quantity ( indicative)	Unit Price	Total Price
1	100 dpm UV enabled CTS cheque ( Indian Cheques ) scanner as per NPCI specifications which are integrated with Bank's CTS software with Comprehensive 3 years warranty	PAN INDIA	300		
	<b>TOTAL</b>				

##### Schedule II – AMC on Scanners

Sl.	Item	Quantity ( indicative)	Unit Price	Total Price
1	1 <sup>st</sup> Year AMC Charges	300		
2	2 <sup>nd</sup> Year AMC Charges	300		
3	3 <sup>rd</sup> year AMC Charges	300		
4	<b>TOTAL</b>			

##### Schedule –III TCO for L1:

**For arriving at the TCO, the following table will be considered:**

Sl.	Particulars	Amount in Actual Rupees
1	Total of Schedule –I ( Scanners )	
2	Total of Schedule – II (AMC)	
3	<b>TOTAL COST ( 1+ 2)</b>	

Note:

- All the Columns in all the above tables of Annexure –H must be completely filled and should not be kept blank.
- All taxes and levies including service tax and VAT but excluding Octroi/LBT



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#### 14. Annexure K : FORMAT FOR PRE BID QUERIES

##### A ) Queries Related to RFP

RFP :182015		Scanners			
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

##### B) General queries Related to RFP

RFP : 182015	Scanners	
BIDDERS NAME		
Sr. No.	General Query related to RFP	Comment / Suggestions



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## 15. Annexure L - Proforma for the Bank Guarantee for Earnest Money

### Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid upto

Amount of Bank Guarantee: Rs.

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

THIS DEED OF GUARANTEE made at ..... this .....day 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, installation, commissioning of Scanners at various locations vide tender No 182015 dated \_\_\_\_\_.
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 1 lakhs (Rs. One 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 XYZ & Co.Ltd. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Scanners at various 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.XYZ & Co. 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 lakhs (Rupees 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 upto .....

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

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

Signed, sealed and delivered by Mr. ....

For and on behalf of the Guarantor Do so and

to affix the seal of the Bank, in the presence of .....



## 16. Annexure I – FORMAT A - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 182015

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the **Tender Document no. 182015** for the Scanner 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. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
11. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
14. If successful, we are agreed to provide uninterrupted service for next 3 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:



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## 17. Annexure-J

### PRE CONTRACT INTEGRITY PACT

#### **General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of month of \_\_\_\_\_ 2016, 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 (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 CTS compatible Scanners and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said CTS Scanners 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:



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### **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 \_\_\_\_\_ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:

**5.1.1. Bank Draft or Pay Order 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.



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- 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 have 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.

## **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





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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

## **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.



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra

भारत सरकार का उद्यम  
एक परिवार एक बैंक

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) : \_\_\_\_\_



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## 18. ANNEXURE-N 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.

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 -I**.
- 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-I**.
  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/ empanelled by the Bank.

h. **PROXY BID:**

- i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is detrimentally reached by other bidders.
- ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.



iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

iv. During training, the issue of proxy bidding will be clarified in detail by the service provider.

i. **TRANSPARENCY IN BIDS:**

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

j. **MASKING OF NAMES:**

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

k. **START PRICE:**

i. Bidders will fill the unit cost of the line items mentioned in **ANNEXURE H OF RFP** 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 H OF RFP**. This total value is taken as the start price of the bidding process.

l. **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 decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).

iv. Decremental value will be appropriated across the line items of **ANNEXURE H OF RFP** proportionately by the system.

m. **REVERSE AUCTION PROCESS:**

i. The procurement process shall be completed through a single Reverse Auction.

ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder



has to submit the final bill of material as per **ANNEXURE H OF RFP** duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.

- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the service provider by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the service provider. This should be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the Service provider to upload the faxed prices online. In case the required time is not available with the Service provider at the time of receipt of fax message, the Service provider will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

n. **EXPENDITURE ON REVERSE AUCTION:**

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

o. **CHANGES IN BUSINESS RULES:**

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

p. **OTHER INSTRUCTIONS:**

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

q. **ERRORS AND OMISSIONS:**



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

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

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in **ANNEXURE H OF RFP** to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- k. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP 162015, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.



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- l. Only those bidders who are technically qualified and competent to provide the required solution as per RFP 162015 are only eligible to participate in Reverse Auction Process.
- m. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.