

RFP REFERENCE NO. 092018

REQUEST FOR PROPOSAL (RFP) – SUPPLY INSTALLATION AND
IMPLEMENTATION OF AADHAAR VAULT SOLUTION AT DC AND DR
LOCATIONS OF BANK OF MAHARASHTRA



HEAD OFFICE: 'LOKMANGAL' 1501, SHIVAJINAGAR, PUNE 411005

NAME OF THE PROJECT: PLAN 2018-19 AADHAAR DATA VAULT SOLUTION

COST OF TENDER DOCUMENT: RS 10,000/-



INDEX

1.	INVITATION FOR TENDER OFFERS	5
2.	INSTRUCTIONS TO BIDDERS.....	7
2.1.	Two Bid System Tender	7
2.2.	Qualification Criteria	8
2.3.	Terms and Conditions	8
2.4.	Soft Copy of Tender document	9
2.5.	Offer contract Period	9
2.6.	Address of Communication	9
2.7.	Scope of work	10
2.8.	FM Scope	12
2.9.	Pre-Bid Meeting	13
2.10.	Opening of Offers by Bank of Maharashtra	14
2.11.	Scrutiny of Offers	14
2.12.	Documentation	16
2.13.	Submission of Technical Details	16
2.14.	Format for Technical bid	17
2.15.	Masked Commercial	19
2.16.	Format for Commercial bid.....	19
2.17.	Erasures or Alterations.....	19
2.18.	Alternative offers	19
2.19.	Location of Project implementation.....	20
2.20.	Costs & Currency	20
2.21.	Contract Period	20
2.22.	Fixed Price	21
2.23.	No Negotiation	21
2.24.	Short-listing of Bidders	21



Aadhaar Data Vault

2.25.	Right to Alter Quantities	21
2.26.	Adoption of Integrity Pact:	21
3	QUALIFICATION CRITERIA.....	22
3.1	Eligibility of the Bidder	22
3.2	Quality Standards.....	23
3.3	Earnest Money Deposit.....	23
3.4	Manufacturer's Authorization Form	24
4	TERMS AND CONDITIONS.....	24
4.1	Support.....	24
4.2	Technical Inspection	24
4.3	Performance Guarantee.....	24
4.4	Payment Terms.....	24
4.5	Delivery, Installation and Commissioning	26
4.6	Order Cancellation	26
4.7	Exit option and contract re-negotiation	26
4.8	Intellectual Property Rights	28
4.9	Corrupt and fraudulent practices.....	28
4.10	Violation of terms	29
4.11	Termination	29
4.12	Effect of termination	29
4.13	Acceptance Tests.....	30
4.14	Software Licenses & Manuals.....	30
4.15	ATS and Warranty.....	30
4.16	IT ACT	31
4.17	Aadhaar ACT 2016	31
4.18	Liquidated Damages	31
4.19	Service Level Agreement.....	31
4.20	Penalty	33



Aadhaar Data Vault

4.21	UAT – User Acceptance Test	33
4.22	Indemnity.....	34
4.23	Publicity	35
4.24	Guarantees	35
4.25	Force Majeure	35
4.26	Resolution of Disputes	36
4.27	Non-Disclosure Agreement.....	37
4.28	Pre-Contract Integrity Pact.....	37
4.29	Disclaimer	37
5	ANNEXURE A: FUNCTIONAL SPECIFICATION.....	38
6	ANNEXURE B: TECHNICAL SPECIFICATION	43
7	ANNEXURE C : TENDER OFFER COVER LETTER	45
8	ANNEXURE D : DETAILS OF THE BIDDER.....	46
9	ANNEXURE E : MANUFACTURER’S AUTHORIZATION FORM (MAF)	47
10	ANNEXURE F : DETAILS OF TRACK RECORD.....	48
11	ANNEXURE G : BILL OF MATERIALS : DESCRIPTION OF ITEMS	49
12	ANNEXURE H : FORMAT FOR PRE BID QUERIES	52
13	ANNEXURE I : PERFORMA FOR THE BG FOR EARNEST MONEY	53
14	ANNEXURE J : FORMAT - COMPLIANCE AGREEMENT	56
15	ANNEXURE K : NON-DISCLOSURE AGREEMENT	58
16	ANNEXURE L : FORMAT FOR ELIGIBILITY EVALUATION	61
17	ANNEXURE M : PRE CONTRACT INTEGRITY PACT	62
18	ANNEXURE N : UNDERTAKING OF INFORMATION SECURITY	70

Aadhaar Data Vault

1. Invitation for Tender offers

Bank of Maharashtra invites sealed tender offers (Technical bid and Commercial bid) from eligible bidders to Supply, Install, Implement and maintain the Aadhaar Data Vault Solution as per requirements mentioned in the RFP.

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

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.10,000/- (Rs. Ten thousand only) by demand draft / bankers cheque in favor of Bank of Maharashtra and payable at Pune.

Bid Collection and Submission

Tender Reference number	092018
Price of Tender Copy	10,000/- * (Including taxes)
Date of commencement of sale of tender document	20/06/2018
Last Date of sale of tender document	12/07/2018
Queries to be mailed by	27/06/2018
Pre-Bid meeting with Bidders	29/06/2018 at 16.00 hours
Last Date and Time for receipts of tender offers	12/07/2018 up to 14.00 hours
Time and Date of Opening of technical bids	12/07/2018 at 16.00 hours
Place of Opening tender offers	Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005
Address of Communication	As above
Earnest Money Deposit	5,00,000/- *
Contact Telephone Numbers	Phone : 020 – 25614423 020 – 25614450
Email ID	agmitd@mahabank.co.in prasad.thakur@mahabank.co.in radhakrishna.gaitonde@mahabank.co.in
Website	http://www.bankofmaharashtra.in

* Bidders have to purchase tender document to participate in pre-bid meeting, No exemption will be permitted

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



Aadhaar Data Vault

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

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

General Manager
Information Technology

Aadhaar Data Vault

About Bank of Maharashtra

Bank of Maharashtra is a nationalized Bank serving the nation for over 82 years. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office, The Head Office of the Bank is at 1501, Shivajinagar, Pune – 411005

The Bank has over 1857 branches and 1881 ATMs across the length and breadth of the country. In the state of Maharashtra, the bank has 1100 plus branches, the largest network of branches by any Public Sector Bank in a state. The Bank has over 20 million customers served through 100% Core Banking branches in 29 states and 2 union territories.

The bank recognized that it needed to respond to changing market dynamics, shifting its focus from that of a traditional public sector bank by adopting a modern, customer-centric business model. The agility needed to rapidly launch new services, improve efficiency, and reduce and manage risk would be delivered by a flexible, scalable, and innovative operating model.

The bank proposes to invite tender from eligible SI / OEMs to Supply, Implement and Maintain the Aadhaar Data Vault Solution at the Bank's DC and DR locations.

2. Instructions to bidders

2.1. Two Bid System Tender

Technical Bid and Commercial Bid must be submitted properly filed with indexing at the same time, giving full particulars in **separate sealed envelopes** at the Bank's address given below, on or before the schedule given above. All envelopes should be securely sealed and stamped. **The sealed envelope containing Commercial bid must be submitted separately to the Bank.**

Bank's address
The Deputy General Manager Information Technology Dept, 3 rd Floor Bank of Maharashtra "Lokmangal", 1501, Shivajinagar, Pune – 411005

Following two officers have been authorized to accept the tender documents

1. Prasad Thakur, Senior Manager- IT - Head Office Pune
2. R S Gaitonde, Chief Manager- IT - Head Office Pune

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

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

Aadhaar Data Vault

All Formats and Annexures should be stamped and signed by an authorized official of the bidder's company.

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):

The Technical bid should be complete in all respects and contain all information asked for, except prices. The Technical bid should not contain any price information. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. A copy of original Commercial offer with prices duly masked should also be submitted along with the Technical Bid, failing which the bid will be rejected.

The Technical Bid envelope should also include the CD containing the soft copy of the Technical bid with annexure and formats. However, it should not contain price related information, failing which the bid will be rejected outright.

ENVELOPE-II (Commercial bid):

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

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

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

2.2. Qualification Criteria

The bidders, who fulfill all the qualifications mentioned in "qualification criteria" of the tender, will only be eligible for further process i.e. technical evaluation.

2.3. Terms and Conditions

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

Non-transferable Tender

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

2.4. Soft Copy of Tender document

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

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs.25, 000/- by way of a **Demand Draft in** favor of Bank of Maharashtra payable at Pune while submitting the bid.

2.5. Offer contract Period

The offer should hold good for a period of 180 days from the date of submission of tender document.

2.6. Address of Communication

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

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

Emails : agmitd@mahabank.co.in, cmities@mahabank.co.in
radhakrishna.gaitonde@mahabank.co.in, prasad.thakur@mahabank.co.in

Aadhaar Data Vault

2.7. Scope of work

A brief overview of the requirement is outlined as below and it is mandatory for the bidder to submit its response for implementing the Aadhaar Data Vault solution at Bank of Maharashtra as below:

1. Aadhaar number has been identified as "Identity Information" under the Aadhaar Act 2016 and can uniquely identify residents in India. Since Aadhaar number is a lifetime identity for Indians and shall be used to avail various services including services involving financial transactions, unauthorized access to Aadhaar number may be misused in many ways.
2. Objective of Aadhaar Data Vault is to reduce the footprint of Aadhaar numbers within the systems/environment of the organization by storing in centralized secured database. Hence, reducing the risk of unauthorized access of Aadhaar numbers.
3. Each Aadhaar number is to be referred by an additional key called as Reference key. Mapping of the reference key and Aadhaar number is to be maintained in the Aadhaar Data Vault. The reference key generated for the Aadhaar number is to be used in the CBS and other sub systems of the Bank. Aadhaar number stored should not be accessible to the users as only the reference key would be used in lieu of Aadhaar number.
4. Aadhaar Data Vault is a centralized storage for all the Aadhaar numbers collected by AUA's (Authentication User Agency) /KUAs (KYC User Agency) for specific purposes under Aadhaar Act and Regulations, 2016. It is a secure system inside the respective company's infrastructure accessible only on need to know basis.
5. The Bidder is required to Supply required Hardware and Software (OS/Application) with required licenses, install & deploy the solution at the Bank's Datacenter and DR, integrate the proposed solution with CBS and other ancillary banking applications as per Bank's requirement.
6. The reporting and logging system of the Aadhaar Data Vault shall integrate seamlessly with existing SIEM Solution. As required by Bank the Bidder shall provide all the required information and data for integrating with SIEM.
7. The bidder is required to maintain the RTO and RPO as per the Bank's Business Continuity Policy. Currently the RTO for this solution is 80 minutes and RPO is zero.
8. The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment. The UAT setup shall

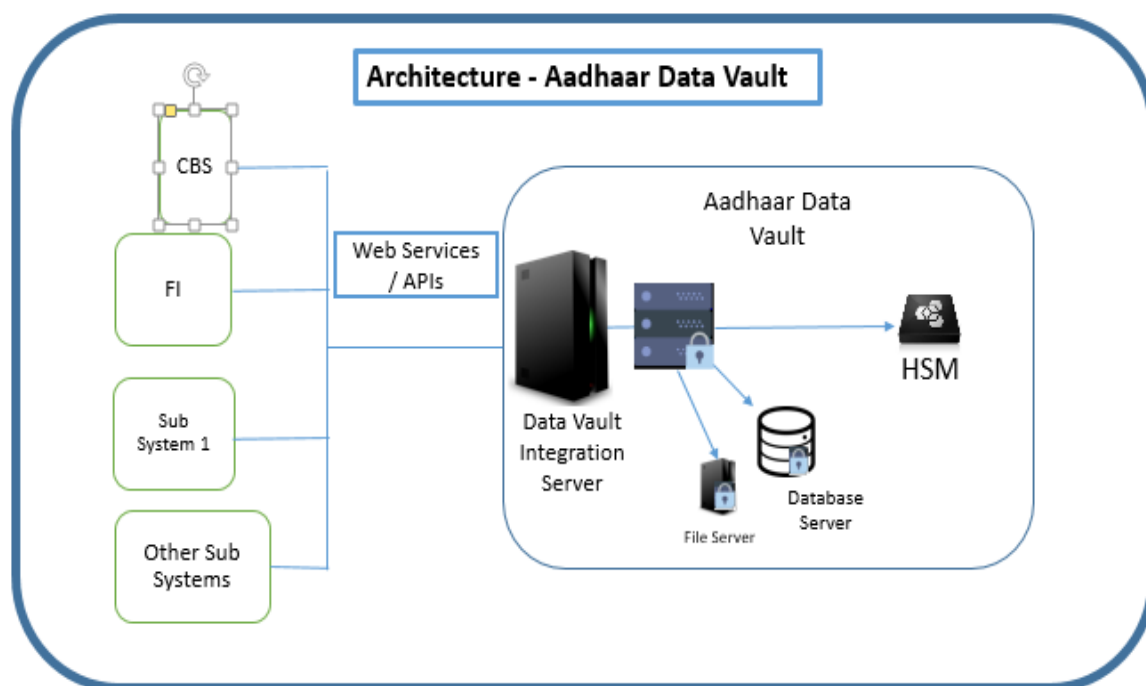
Aadhaar Data Vault

be used for the customization of any changes before movement in production. The setup would be kept available at all times during the contract period.

9. The Hardware / OS required for installation of Bidder's proposed software and database shall be provided by the Bank. The encryption hardware i.e. HSM should be provided by the bidder. The Bank would provide the database license for deployment of Aadhaar Data Vault database. However, the bidder will have to configure and maintain the Database and Software provided by the bidder during the contract period. The bidder has to submit the infrastructure requirement for the implementation of Aadhaar Data Vault Solution to the Bank.
10. The Bidder shall provide and maintain requisite skilled resources for 24 X 7 Facility Management support. The resources should be deployed for supporting the solution in three shifts (8 hours each). The deployment of the resources should be done as per the FM Scope mentioned in point 2.8.
11. The bidder would be required to carry out the customization to the Solution deployed for the Bank as per the regulatory guidelines, directives, additional requirements, etc. This customization will happen as per the change management process mutually agreed between Bank and the bidder. The charges would be payable based on the efforts estimated for the required changes. Bidder is required to quote per man day rate as a part of the TCO. Utilization of the man days (500 man days, mentioned in the TCO) is optional for the Bank and will be utilized over the period of contract, The customization charges would be payable as per the actual man days utilized. In case the 500 man days are utilized before the contract period, additional man days would be calculated on the same commercials submitted for the man days cost.
12. The Bidder should comply with UIDAI and ASA/KSA guidelines specified by UIDAI/NPCI for the proposed solution.
13. The Aadhaar Data Vault platform offered by the bidder should permit usage of the same platform by sponsored RRB of Bank of Maharashtra, if the same is required by the Bank.
14. Aadhaar Data Vault solution should support the features and functionalities as mentioned in the Annexure A – Functional Specification.
15. Training should be imparted to the Bank technical team regarding the use of developed solution.

Aadhaar Data Vault

The following is the proposed Architecture of the Aadhaar Data Vault.



2.8. FM Scope

Bidder is required to provide skilled resources in three shifts for the FM Support. The L1 resources would be required in each shift at the Bank's Data Center. The Team lead (having requisite experience) would be required for monitoring the overall operations of Aadhaar Data Vault in General shift.

The brief scope for the FM resources is as under:

1. Responsible for maintaining the System and Application uptime of the Aadhaar Data Vault Solution as specified by the Bank
2. Should have knowledge of Database and related Operations required for maintaining the uptime of the solution.
3. Co-ordinate with Bank's IT Team or teams identified by the Bank, Field staff and for resolving the infrastructure related issues of Aadhaar Data Vault Solution.
4. Performing the Backup/restoration related activities pertaining to the Aadhaar Data Vault Solution.
5. User Management /Maintenance of Aadhaar Data Vault Solution.
6. Maintenance of Key Management in Aadhaar Data Vault Solution.
7. Follow the Incident reporting system of the Bank and updating the same.

Aadhaar Data Vault

8. Log ticket with helpdesk for support related issues through any of the following mode: Telephonic, Email, Ticking Tool
9. Maintain log of all down calls for MIS purpose
10. Provide daily, weekly, monthly, quarterly reports to Bank in formats finalized during operations.
11. Prepare necessary documentation for Aadhaar Data Vault Solution.
12. Work as per Standard Operating Processes defined by the Bank
13. The resource should be well acquainted with processes followed by bidder for various activities related to services offered to Bank.

Bidder is required to provide Team Lead for managing overall operations of Aadhaar Data Vault and FM resources deployed at the Bank's DC.

The brief scope for the Team Lead is as under:

1. Manage and monitor work of L1 resource team to achieve higher uptime of Solution
2. Design/Develop SOPs for the team members.
3. Providing various levels of management reports to the Bank and Implementing Escalation Matrix in order to handle facility management efficiently.
4. Should have knowledge of Database and related Operations required for maintaining the uptime of the solution.
5. Support during Integration of the Bank's subsystems with the Aadhaar Data Vault Solution.
6. Escalate issues internally or to bidders team for quick resolution of issues.
7. Extend necessary support for special activities like Quarterly Disaster Recovery Drills, Information Security Audits or any other activities pertaining to RFP scope of work.
8. Follow and implement change management process as per banks guidelines/policies.

The non-availability of resource for any of the support resources, should be compensated with a resource having similar skill set for the period of non-availability. The penalty for non-availability of the resource would be applicable as mentioned in point 4.20 – Penalty Facility Management.

The Bank reserves the right to interview the resources that would be deployed at the Bank DC Location for Facility Management Support.

2.9. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as

indicated in the RFP. The queries of all the bidders should reach us in writing or over e-mail on or before on the address as mentioned above. The queries shall be submitted in forms given under Annexure H. Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website

Only the authorized representatives of the bidders (maximum 2 persons) who have purchased the tender copy will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company. **Those bidders who have purchased the Tender Document will be allowed to attend the Pre-Bid Meeting.**

2.10. 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.

2.11. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

a) Eligibility Criteria :

Bank of Maharashtra will first scrutinize the eligibility of the bidders as per "qualification criteria" mentioned in point no.3.1 of the RFP based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation.

b) Technical Evaluation:

Bank of Maharashtra will scrutinize the offers. Bank of Maharashtra will determine whether the technical and functional 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 format for technical and functional evaluations is enclosed. This evaluation will be done on the basis of the information provided in this format along with supporting documents.

Response Options

The bidder should provide a response to each of the requirements, which could be any one from the following categories:

Fully Compliant (FC): The system that shall be delivered currently supports this function either in native form or through existing parameterization without further enhancement or the use of either programming or user tools, i.e. included in the base package.

Partially Compliant (PC): The function would require workaround to the system, by the bidder (the system shall be able to deliver the function by way of a workaround using a combination of existing features with minimal or no customization), and the bidder shall provide these features at no additional cost before the beginning of the User acceptance Test.

High Customization (HC): The function since not available in the product as it is would require customization by the bidder and the bidder shall provide these features at no additional cost before the beginning of the User Acceptance Test.

The response should be given by marking under the category, which shall apply to the requirement. Where a response requires explanation, the bidder has to provide the explanation in the COMMENTS column or on a separate page, if necessary, with reference to the requirement number. Any requirement where the bidder has not marked a response will not be scored.

The responses of the bidders to the requirements shall be scored as given in the table below:

Functional Requirements Scoring Mechanism

Sr. No	Bidder Response	Marks Allotted
1	Fully Compliant (FC)	100 %
2	Partial Compliant (PC)	75 %
3	High Customisation (HC)	25 %

The Bidder should provide 100% of requirements as Fully Compliant, Partially Compliant or High Customization to be considered for evaluation. Bank reserves the right to reject the bid if the bidder does not respond / leaves the response field blank for any of the requirements.

Bank at its discretion may reject the proposal of the bidder without giving any reason whatsoever, if in Bank's opinion, the bidder could not present or demonstrate the proposed solution as described in the proposal

Aadhaar Data Vault

The evaluation will be done on total score of 150 comprising of 60 Marks for Technical Compliance and 90 marks for Functional Requirement Compliance. The bidder needs to achieve a cut off score of 120 marks (minimum 48 marks required in Technical and minimum 72 marks in Functional) in the technical bid evaluation to be qualified for commercial opening. Only the bidders who achieve the specified cut-off scores would be short listed for Commercial evaluation. In case none of the bidders score a minimum of 120 marks then the Bank may reduce the minimum scoring requirement at its sole discretion.

c) Commercial evaluation:

Bank of Maharashtra will open and scrutinize the commercial offers of the technically qualified bidders only. The Commercial bids will have to be submitted in the format as per Annexure G. Commercial bids should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial bid submitted by the respective bidder. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial bid is found to be blank and not filled with any amount then it shall be considered as zero and the same will be offered to the Bank free of any charges.

Bank of Maharashtra will consider the Five years TCO (Total Cost of Ownership) for the purpose of price comparisons given by the bidders on the figures in the Annexure G.

2.12. Documentation

The following information should be furnished along with the Technical bid by means of printed technical brochures / write-up.

- Aadhaar Data Vault - Technical Specifications of the deliverables along with deployment architecture.
- Make and model numbers of the items quoted

2.13. Submission of Technical Details

It is mandatory to provide the technical details (containing Functional and Technical specifications) 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)

2.14. Format for Technical bid

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

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

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

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 B, 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 4.1 to 4.29

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
4.1	Support		
4.2	Technical Inspection		
4.3	Performance Guarantee		
4.4	Payment Terms		
4.5	Delivery, Installation & Commissioning		
4.6	Order Cancellation		



Aadhaar Data Vault

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
4.7	Exit option and contract re-negotiation		
4.8	Intellectual Property Rights		
4.9	Corrupt and fraudulent practices		
4.10	Violation of terms		
4.11	Termination		
4.12	Effect of termination		
4.13	Acceptance Tests		
4.14	Software Licenses & Manuals		
4.15	ATS and Warranty		
4.16	IT ACT		
4.17	Aadhaar Act 2016		
4.18	Liquidated Damages		
4.19	Service Level Agreement		
4.20	Penalty		
4.21	UAT – User Acceptance Test		
4.22	Indemnity		
4.23	Publicity		
4.24	Guarantees		
4.25	Force Majeure		
4.26	Resolution of Disputes		
4.27	Non-disclosure Agreement		
4.28	Pre Contract Integrity Pact		
4.29	Disclaimer		

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

7. ATS / Warranty details 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 as per Annexure E
12. Details of Track Records (Past installation) , as per Annexure F
13. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with Technical Bid.)
14. Bidder's Financial Details (audited balance sheets, annual reports, etc.) and other supporting documents, as asked in the tender document

-
15. All documentary evidence wherever required to be submitted be properly arranged.
16. Copy of the Commercial Bid duly masking the price column.

2.15. 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 it is not submitted.**

2.16. Format for Commercial bid

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

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

The bidder must quote for the items mentioned in Annexure G

2.17. 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 unacceptable.

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

2.18. Alternative offers

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



Aadhaar Data Vault

complete in all respects and should not require cross-referencing with details given in other options.

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

2.19. Location of Project implementation

The Aadhaar Data Vault Solution being procured through this tender shall be installed and commissioned by the bidder getting the order at Data Center and DR Site of Bank of Maharashtra. Bank reserves the right to make changes in the locations.

2.20. Costs & Currency

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

1. Cost of the Aadhaar Data Vault Solution along with the relevant equipment.
2. Installation and commissioning charges, if any,
3. Minimum of three-year comprehensive on-site warranty, ATS / AMC charges for the Aadhaar Data Vault Solution and FM services. This period will start from the date of acceptance of the installations by Bank of Maharashtra.
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. TCO will be including all the taxes, levies and excluding GST. GST will be paid at actuals.

2.21. Contract Period

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

The tenure of the Contract will be for a period of 5 Years from date of acceptance of the installations for supplying the Aadhaar Data Vault Solution at Bank of Maharashtra. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving one month notice. Any offer falling short of the contract validity period is liable for rejection.

Aadhaar Data Vault

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

However, after the completion of initial period of 05 (Five) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.

2.22. Fixed Price

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

The Price finalized shall remain valid for 5 years (Contract Period) from the date of such finalization with the option to Bank to review the prices every quarter for downward revision of price due to reduction of government levies, duties etc.

2.23. No Negotiation

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

2.24. Short-listing of Bidders

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

2.25. Right to Alter Quantities

Bank of Maharashtra reserves the right to alter the proposed quantities for implementing the Aadhaar Data Vault solution 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.

2.26. 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.

Aadhaar Data Vault

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

Shri. Nilomni Bhakta Address - A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A Nerul, Navi Mumbai, 400706 Email - nilmoni.bhakta@gmail.com	Shri. Madan Lal Sharma Address - K-23, Japura Extension New Delhi Email - ml.sharma1965@yahoo.com
--	---

3 Qualification Criteria

3.1 Eligibility of the Bidder

- The Bidder should be a Registered Company in India under the Companies Act, 1956 and shall be in existence for the last five years.

Aadhaar Data Vault

- The Bidder should have a minimum turnover of Rs. 50 crores per year in the last three financial year's i.e 2015-2016, 2016-2017 and 2017-2018. This must be the individual Company's turnover and not that of any group of Companies.
- The Bidder should be a profit making company or have a positive net worth in at least two years during last 3 financial years. (2015-16, 2016-2017, 2017-18)
- The Original Equipment Manufacturer (OEM) should have ISO 9000 / ISO 9001/ ISO 27001 or equivalent certification for Design & manufacturing of equipments.
- The bidder should have executed orders for implementation of HSM based Solution to any Banks / Insurance Company / Government Organizations / Financial Institutions in India. OR
OEM should have implemented HSM based solution (through partner or directly) to any Banks / Insurance Company / Government Organizations / Financial Institutions in India
- The Bidder should not have been blacklisted by any government organization / banks. Self-declaration to that effect should be submitted along with the technical bid.
- The bidder should comply to the "Adoption of pre contract Integrity Pact" Clause as per Annexure M.

3.2 Quality Standards

Bank is looking for well-proven branded products should be in conformity with industry standards.

3.3 Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favor of Bank of Maharashtra and payable at Pune, (valid for 180 days from the due date of the tender) for Rs. 10 lakhs (Rupees Ten Lakhs only) as Earnest money Deposit (EMD) along with their offer. Offers made without E.M.D. will be rejected. Bank of Maharashtra will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or any scheduled commercial bank acceptable to Bank of Maharashtra. In case of Bank Guarantee from other than Public sector banks, prior permission of Bank of Maharashtra is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed.

3.4 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 on behalf of the manufacturer. Authorization from authorized distributors/dealers for software items is acceptable.

4 Terms and Conditions

4.1 Support

The bidder should provide the required support during the Warranty and AMC Period for error free operation of the solution. The support would be required 24 X 7 in a year. The responsibility of the bidder is to carry out necessary coordination for smooth function of the solution deployed, which includes call recording/ logging problems, stand by equipment's, various configuration / setting issues. Facility Management resources should be supplied by the bidder as mentioned in RF, at the Bank's Data Center.

Remote / Onsite Support to be provided at no additional cost.

4.2 Technical Inspection

Bank of Maharashtra reserves its right to carry out a technical inspection of the Solution offered by technically qualified bidders. Necessary site visits to be arranged by the bidder for demonstrating the solution implemented at other customer location.

4.3 Performance Guarantee

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

4.4 Payment Terms

Bank of Maharashtra will make payment for the components delivered as follows:

Aadhaar Data Vault

1. Hardware:

The following would be the Payment schedule related to Hardware supplied,

- 1.1 70 % of the Hardware cost would be payable against delivery of the Hardware at the Installation locations.
- 1.2 29% of the hardware cost would be payable against hardware Installation, successful Implementation of the solution and submission of Performance bank Guarantee.
- 1.3 The balance 1 % shall be retained by the Bank for adjusting the penalty, if any during the warranty period. The same shall be payable after the expiry of Warranty period after deducting the penalty, if any.

2 Software:

The following would be the payment schedule for the software deliverables,

- 2.1 70 % of the Software cost would be payable on successful installation and implementation of the software delivered.
 - 2.2 29 % of the Software cost would be released after 1 (one) month of successful implementation and submission of Performance Bank Guarantee.
 - 2.3 The balance 1 % shall be retained by the Bank for adjusting the penalty, if any during the warranty period. The same shall be payable after the expiry of Warranty period after deducting the penalty, if any.
3. The payment for AMC, ATS and FM charges would be payable quarterly in arrears. No advance payment will be done to bidder
 4. Amount is payable only after satisfactory discharge of the services as per this document & after deduction of applicable penalties, if any.
 5. The price quoted by the bidder shall be fixed and not subject to adjustment during the contract period irrespective of reasons whatsoever including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.
 6. The bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government Levies or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during the contract period.
 7. The Bank shall deduct appropriate Tax as applicable at source from the payment against the services and corresponding TDS certificate will be issued at the end of the respective quarter.

4.5 Delivery, Installation and Commissioning

The Bidder shall be responsible for delivery of the Aadhaar Data Vault solution (including all the components) ordered at the mentioned locations should be made operational within 6 weeks from receiving the Purchase Order.

If the bidder fails to deliver and/or install the Aadhaar Data Vault solution ordered within the stipulated time schedule or by the date extended by Bank of Maharashtra, it will be a breach of contract. 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.

Appropriate insurance shall be provided by the bidder to cover the equipment for the transit period and till acceptance of Aadhaar Data Vault Solution by the Bank.

4.6 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, installation and commissioning of solution beyond the specified period for deployment.
2. Serious discrepancy in the solution provided, noticed during the inspection of the solution components before its deployment in production.

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

4.7 Exit option and contract re-negotiation

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 15 days of receipt of purchase contract or agreed terms by Bank;
 - b. The selected bidder commits a breach of any of the terms and conditions of the contract.
 - c. The bidder goes into liquidation voluntarily or otherwise.
 - d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.



Aadhaar Data Vault

- e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.
 - f. Deduction on account of liquidated damages exceeds 10% of the total contract price.
 - g. Delay in delivery / installation / commissioning of Aadhaar Data Vault solution beyond the specified period for the same as mentioned in the order.
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
 3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
 4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
 5. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.
 6. Warranties:
 - a. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of the bank. The bidder shall execute any and all such documents as may be necessary in this regard.
 - b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
 - c. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
 7. During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new bidder to take over and continue to manage the services.

-
8. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected bidders as would be required in the event of the shifting of the site

4.8 Intellectual Property Rights

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

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

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

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

4.9 Corrupt and fraudulent practices

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

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

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

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



Aadhaar Data Vault

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

4.10 Violation of terms

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

4.11 Termination

1. The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.
2. The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - b. The bidder (i) has a winding up order made against it; or
(ii) has a receiver appointed over all or substantial assets; or
(iii) is or becomes unable to pay its debts as they become due; or
(iv) enters into any arrangement or composition with or for the benefit of its creditors; or
(v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
3. The bidder shall have right to terminate only in the event of winding up of the Bank.
4. The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the Service Level Agreement.

4.12 Effect of termination

1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.



Aadhaar Data Vault

2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the bidder.
3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

4.13 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 Solution for ten consecutive days. 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.

4.14 Software Licenses & Manuals

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

4.15 ATS and Warranty

The successful bidder should provide comprehensive warranty and ATS for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP. The period of warranty shall be of 3 year for the proposed hardware. The ATS for entire contract duration shall start immediately after one year is over.



4.16 IT ACT

The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

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

4.17 Aadhaar ACT 2016

The Successful bidder must comply to Aadhaar Act 2016 and the subsequent amendments.

4.18 Liquidated Damages

If there is a delay by the bidder in the delivery of the solution, 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 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.

4.19 Service Level Agreement.

- i) The bidder should maintain the uptime of 99.95 % on Monthly basis for the solution (including Hardware / Software attributable to the bidder), provided for the Aadhaar Data Vault Solution.
- ii) Any components, including the software deliverables / hardware equipment that are reported to be down on a given date should be repaired / replaced with identical or higher configuration within 24 hours at no extra cost to the Bank. The same should be made operational within 36 hours. The timeliness provided in this section pertains to replacement of redundant components. However the bidder has to maintain the required uptime.

Aadhaar Data Vault

- iii) The bidder should provide the support Facility Management Services on 24 X 7 basis in a year during the contract as defined in the Facility Management Scope.
- iv) Unlimited number of support request raised by the Bank for the issues faced in the solution.
- v) Response & Resolution time to be followed as per severity defined in the table below:

Incident Severity	Impact	Description	Typical Response time	Typical Resolution time
Critical	Critical	System Down - Unable to perform Business Operations	5 min	<ul style="list-style-type: none"> During Business hours – 20 min Non-Business Hours - Within 2 hours or earlier as per business hours if business hours begin
Key	Major	Major Disruption - Significant Impact on Business Operations	5 min	<ul style="list-style-type: none"> During business hours - Within 40 minutes Non business hours - Within 4 hours or earlier as per business hours if business hours begin.
Significant	Minor	Minor Disruption - Low impact on Business Operations. If Customisations required.	5 min	<ul style="list-style-type: none"> Major / Minor Customizations / Changes required - Time period decided by mutual agreement Response and resolution for other criteria- During business hour – within 4 hours. Not supporting during non-business hours.

4.20 Penalty

- **Delayed Installation**

- The bidder is required to deliver, install and commission the equipment required for the Aadhaar Data Vault Solution as per the schedule mentioned.
- The Solution is required to be configured by the bidder within 6 weeks in a time bound manner.
- Penalty for non-adherence to the schedule for installation and commissioning will attract a penalty of Rs. 1% of the Total Contract value per week after the period of 6 weeks. (If the delay period is more than 3 days, it will be treated as one full week).

- **Downtime**

- Bidder should provide facility of call (fault) logging through telephone, e-mail, web portal, etc. The bidder must submit call wise details monthly during warranty period.
- Failure to meet the SLA will attract penalty of 0.1% of PO value per incidence. Penalty of Rs. 2000/- per day will be applicable if incidence is not resolved and continued for more than one day. More than 3 hours will be considered as one day.

- **Facility Management**

- Facility Management resources should be compensated with similar resources for their non-availability.
- In case of non-availability of any resource for any shift will attract a deduction in cost of all resources for 1 day.
- In case of non-availability of any resource for three days continuously will attract a deduction in resource cost for all resources for one corresponding week.

Total penalty mentioned for above and Liquidated damages shall be subject to maximum of 10% of the total contract value. Once the maximum limit of the penalty is reached, the Bank may consider termination of the contract.

During warranty period, the penalty would be recovered from the bidder from the 1% of the Hardware and Software cost retained by the Bank. The penalty after the warranty period would be recovered from the corresponding payment AMC /ATS or FM cost of the Quarter. The Bank is free to invoke the bank guarantee and recover the penalty amount, if the penalty amount cannot be recovered completely.

4.21 UAT – User Acceptance Test

The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment. The UAT setup shall



Aadhaar Data Vault

be used for the customization of any changes before movement in production. The setup would be kept available at all times during the contract period.

The Solution will be deemed accepted only when all the functionalities as per the Scope are provided, commissioned and accepted by the Bank or the Bank appointed Consultant. The UAT shall be signed off between the Bank and the Successful Bidder.

4.22 Indemnity

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

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

Aadhaar Data Vault

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

Successful Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;
- Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the Bidder as governed by Indian IT Act.
- the breach by the Bidder of any of its obligations under Confidentiality,
- Non-compliance of Bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of Bidder, its employees, and agents
- Breach of any terms of agreement document or Representation made by Bidder.
- Act or omission in performance of service.
- Loss of data due to Bidder provided facility.

4.23 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.

4.24 Guarantees

Bidder should guarantee that the systems 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 devices 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 Aadhaar Data Vault Solution are original and no refurbished/ duplicate / second hand components/ parts/assembly/software are used.

4.25 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 it's delay in performance



Aadhaar Data Vault

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, and 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.

4.26 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.

4.27 Non-Disclosure Agreement

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

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

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

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

Any information considered sensitive must be protected by the bidder from Non-Disclosure Agreement. (Refer Annexure K)

4.28 Pre-Contract Integrity Pact

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

4.29 Disclaimer

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



Aadhaar Data Vault

5 ANNEXURE A: FUNCTIONAL SPECIFICATION

Sr No	Sub Point	Features and Functional Description	FC/PC/HC	Maximum Marks Allotted	Marks Scored
1		Encryption of Aadhaar Number and any connected Aadhaar Data			
	1.1	The Aadhaar number and any connected data maintained on the Aadhaar Data Vault should be kept encrypted and access to it is strictly controlled only for authorized systems.		4	
	1.2	The platform needs to comply with the data encryption standards and storage policies requirements as mentioned by UIDAI.		4	
	1.3	All encryption keys should only be stored in HSM infrastructure as mandated by UIDAI.		3	
	1.4	UID Token should be stored as a mandatory part of solution.		3	
	1.5	Demographic match from the Aadhaar Data Vault should be done using the reference key. Aadhaar number should not be used in such cases.		3	
	1.6	The platform should be compliant / support API 2.5 as designed by UIDAI		3	
2		Generation of Reference Number			
	2.1	Each Aadhaar number is to be referred by an additional key called as Reference key. The proposed solution should have the ability to generate a reference value (key) which should get automatically associated with the Aadhaar Number or any other data stored in the vault.		4	
	2.2	Mapping of the reference key and Aadhaar number is to be maintained in the Aadhaar Data Vault in encrypted format.		3	
	2.3	The reference number generated as such should be unique for each Aadhaar number. The chosen		4	



Aadhaar Data Vault

Sr No	Sub Point	Features and Functional Description	FC/PC/HC	Maximum Marks Allotted	Marks Scored
		reference key method should ensure that the recovery of the associated Aadhaar Number must not be computationally feasible knowing only the reference keys or number of reference keys. Reverse engineering of the reference key or a series of reference keys to compute the Aadhaar number should not be technically possible as mandated by UIDAI.			
	2.4	The solution should be capable of maintaining the integrity of encrypted Aadhaar number associated with reference key.		4	
3		Retrieval of reference number			
	3.1	ADV should search for existence of encrypted Aadhaar Number in the storage during every call to store Aadhaar Number in ADV. If the encrypted value of the Aadhaar number being stored already exists in the ADV storage, then the same associated reference number should be returned back.		4	
4		Support Storage of UID			
	4.1	The ADV solution provided by the bidder shall support storage of 72 digit UID.		3	
5		Support Storage of Scanned Aadhaar Card PDF / Image File			
	5.1	The ADV solution provided by the bidder shall support encryption and storage of scanned Aadhaar Card PDF / Image file and any other document / images as per the data encryption and storage guidelines issued by UIDAI in a separate File Server.		4	
6		Implementation under HA Mode			



Aadhaar Data Vault

Sr No	Sub Point	Features and Functional Description	FC/PC/HC	Maximum Marks Allotted	Marks Scored
	6.1	The ADV solution provided by the bidder shall support implementation of the solution at Bank's Data Center and DR Location with redundant configuration. The Solution shall be highly scalable to meet the future requirements of the Bank.		4	
	6.2	The solution shall be configured in High Availability mode only at the DC Location of Bank of Maharashtra. The Solution should have capabilities for Auto Sync for the DC and DR Location with same level of security.		4	
7		Implementation in a highly secured network Zone			
	7.1	The bidder should assist Bank of Maharashtra team for implementation of the Aadhaar Data Vault Solution in a highly restricted network zone. The storage of Aadhaar number / data along with the referencing system should be isolated from any untrusted zone and other internal network zones as mandated by UIDAI.		4	
8		User Management Functionality			
	8.1	ADV platform offered by the bidder should be capable of providing a GUI for enabling creation of multiple API / Admin users. Authorized Bank Officials should be able to login to this web based platform and should be to create multiple Admin / API users.		3	
	8.2	This web based interface should also support Edit / Delete / Modify user/reset password functionality.		3	
9		Non Repudiation of Stored Data			
	9.1	ADV platform provided by the bidder shall support Non repudiation of stored data in database or storage and should		4	



Aadhaar Data Vault

Sr No	Sub Point	Features and Functional Description	FC/PC/HC	Maximum Marks Allotted	Marks Scored
		not permit any user to replace the encrypted Aadhaar number / data associated with Reference number value with another encrypted Aadhaar number / data.			
10		API's for interfacing with ADV platform			
	10.1	Only trusted communications must be permitted in and out of the vault. This should be ideally be done via API / Micro Service dedicated to get the mapping and controlling access to the API/ Micro-Service at application level. Any authorised users needing to access this mapping must access via applications allowing them to view / access data with appropriate user authentication.		4	
	10.2	ADV platform provided by the bidder shall support at least Java as well as .NET based API's or web services for Integration. The Aadhaar Data Vault Solution should be capable to interface with the Bank's applications and the Client API should be made available for accessing Aadhaar Data Vault as a part of the solution. The bidder should assist Bank for sub system integration with Aadhaar Data Vault with the Web Services / APIs.		4	
11		Guidelines			
	11.1	Platform should meet all Aadhaar Data Vault guidelines issued by UIDAI from time to time.		3	
12		Security			
		The ADV Solution should support and adhere to:			
	12.1	Security framework for AUA/ASA/AKA's		1	
	12.2	Security framework for authentication devices		1	



Aadhaar Data Vault

Sr No	Sub Point	Features and Functional Description	FC/PC/HC	Maximum Marks Allotted	Marks Scored
	12.3	Support for Security audit by UIDAI security consultant or Bank appointed consultant.		1	
13		Following guidelines (issued by UIDAI) are required to be followed. domains will be covered to achieve the above objectives			
	13.1	Aadhaar Act (2016),		1	
	13.2	Aadhaar (Authentication) Regulations 2016,		1	
	13.3	Aadhaar (Data Security) Regulations 2016,		1	
	13.4	Aadhaar (Sharing of Information) Regulations, 2016		1	
	13.5	UIDAI Information Security Policy		1	
14		Bidder shall abide by the ISMS framework of the Bank which includes Incident Management, Change Management and Capacity management etc.		3	
		Total		90	

FC – Fully Compliant, PC – Partial Compliant, HC - High Customization



Aadhaar Data Vault

6 ANNEXURE B: TECHNICAL SPECIFICATION

S. No	Specification	FC/ PC/ HC	Maximum Marks Allotted	Marks Scored
1	The Platform should support user management integration with Active Directory for validate user credentials		3	
2	The solution should be capable of Supporting Encryption Algorithms such as 3DES, AES-256, SHA-256, SHA-384, SHA-512, RSA-2048, RSA-3072, RSA-4096 used for encrypting Aadhaar Number and Aadhaar related data.		3	
3	The Aadhaar Data Vault solution should support the key rotation.		4	
4	The Application should have the capabilities for updating / retrieving the Aadhaar Number or related data from Aadhaar Data Vault, during the Key Rotation of the HSM Keys. The Activity should not require any Downtime.		3	
5	Auditing and Logging: The Aadhaar Data Vault Solution should have the capability of detailed logging and audit tracking of all key state changes, administrator access and policy changes. The Audit trails should be securely stored and signed for non-repudiation. The logs should be integrated with the Bank's SIEM tool for monitoring and alerting.		3	
6	Aadhaar Data Vault solution should support User Access restrictions with various access rights		3	
7	The solution must be able to support storage of the root of trust master Key on a FIPS 140-2, minimum Level 2 certified HSM device.		3	
8	Aadhaar Data Vault solution should be scaled to higher TPS on the same HSM, solution should be field upgradable and should not involve additional procurement of hardware post solution is implemented.		3	
9	The Aadhaar Data Vault solution should be designed to achieve 100 TPS with a 5-year projection of 200 TPS.		3	
10	Aadhaar Data Vault solution should have the capability to support the Bulk Insertion of records with Unique Token for each Aadhaar Number.		3	



Aadhaar Data Vault

S. No	Specification	FC/ PC/ HC	Maximum Marks Allotted	Marks Scored
11	The software should be able to tokenize numeric / alpha numeric and special character other than Aadhaar numbers in its current version.		3	
12	The Solution should be capable of managing at least 100 concurrent connections scalable with 10 % rise every year.		3	
13	The ADV platform provided by the bidder should support the Oracle, MS SQL, MySQL Database.		3	
14	The ADV platform should have the ability to integrate in the existing PIM / PAM system for authentication.		3	
15	The ADV platform provided by the bidder must implement strong access controls and authentication measures. It should have ability to provision granular access control and shall support monitoring and logging of access.		3	
16	The admin and user roles should be segregated.		3	
17	User access should be locked in case of 5 unsuccessful login attempts. Audit log of all the activities carried out in Aadhaar data vault should be maintained as per the policies mandated by UIDAI.		3	
18	The ADV platform provided by the bidder shall support highly secured communication between the internal business applications of Bank of Maharashtra and ADV platform.		3	
19	The Security between Client Application consuming API / web service and Aadhaar Data vault shall be permitted only after successful validation of the below mentioned parameters : <ul style="list-style-type: none"> • IP Validation • User ID and Password 		3	
20	The offered Aadhaar Data Vault solution should support IPV 6		2	
	Total		60	



Aadhaar Data Vault

7 Annexure C : Tender offer cover letter

Date: _____ 2018

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 Aadhaar Data Vault as mentioned in 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 equipment as specified in the Contract within _____ (Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 15% 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 _____ 2018

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) 2015-16 2016-17 2017-18	
9.	Profit / Net Worth of the company (not of group) 2015-16 2016-17 2017-18	
10.	Sales Tax Number	
11.	Income Tax Number	
12.	CST Number	
13.	GST Number	
14.	Whether direct manufacturer or System Integrator	
15.	Name of the OEM	
16.	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.)	
17.	Integrity Pact	



Aadhaar Data Vault

9 Annexure E : Manufacturer's Authorization Form (MAF)

No. _____ dated _____

TO

Dear Sir,

Tender Reference No: 092018

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

Yours faithfully,

(Name)

For and on behalf of

M/s _____

(Name manufactures)

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



Aadhaar Data Vault

10 Annexure F : Details of Track Record

Name of the Bidder _____

Name of the Client	Details of HSM based solution Implemented	Date of Implementation of complete solution	Contact person <ul style="list-style-type: none">• Name• Tel. No.• Fax No.• Address

Date: _____

Place: _____



Aadhaar Data Vault

11 Annexure G : Bill of Materials : Description of Items

Part I – Hardware

Sr. No.	Item	Description / Specification	Qty	Rate	Total
1	Hardware - HSM (Production)		3		
2	Hardware – HSM (UAT)		1		
3	Any Other Hardware				
	Total (Part-I) inclusive of taxes				Σ Part I

Part II – Annual Maintenance Contract Charges for Part I – Hardware

Sr. No.	Description	Total Amount (Total cost for item in Part I)	AMC rate (%)	Amount
1	4 th year comprehensive on-site AMC	Σ Part I	8%	
2	5 th year comprehensive on-site AMC	Σ Part I	8%	
		Total		Σ Part II

Part III: Software (Including first year ATS)

Sr No	Items	Description / Specification	License Qty / Instances	Unit Price	Total Amount
1	Software for Aadhaar Data Vault Solution				
2	File Server Encryption				
3	Any Other				
				Total	Σ Part III

Part IV – Annual Technical Support Charges for Part III – Software

Sr. No.	Description	Base Amount of Part III	ATS rate (%)	Amount
1	2 nd year Software ATS			
2	3 rd year Software ATS			
3	4 th year Software ATS			
4	5 th year Software ATS			
			Total	Σ Part IV



Aadhaar Data Vault

Part V – Facility Management Resource

Description	Year 1			Year 2			Year 3			Year 4			Year 5			Total - 5 Years Cost
	FM Resources	Per Resource cost	Total	FM Resources	Per Resource cost	Total	FM Resources	Per Resource cost	Total	FM Resources	Per Resource cost	Total	FM Resources	Per Resource cost	Total	
1st Shift L1	1			1			1			1			1			
2nd Shift L1	1			1			1			1			1			
3rd Shift L1	1			1			1			1			1			
General Shift L2 Resource	1			1			1			1			1			
Total																

Note : Bidder has to provide the FM Resource for 365 days a year for the period of Contract.

Bank will pay the resources charges as per actual deployment

Part VI – Customisation Charges

Sr. No.	Description	Rate Per Man Days	Total Man Days	Total Amount
1	Customisation Charges through Change Requests (*)		500	
		Total		∑ Part VI

(*) – The Customization charges are to be submitted for the five years period for 500 man days.

Part VII – Implementation Charges

Sr. No.	Description	Per HSM / Server	Quantity	Total Amount
1	Implementation Charges of Aadhaar Vault solution			
		Total		∑ Part VII

(All prices are in Indian Rupee only)



Aadhaar Data Vault

Part –VIII - TCO for L1:

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

Sr.No	Particulars	Amount in Actual Rupees
1	Total of Hardware Items (Part – I)	
2	Total AMC for Two Years (Part - II)	
3	Total Software (Part - III)	
4	Total ATS for 4 Years (Part - IV)	
5	Total Facility Management Charges (Part V)	
6	Total Customization Charges (Part VI)	
7	Total Implementation Charges (Part VII)	
	Grand Total (1+2+3+4+5+6+7)	

Note: All the Columns in all the above tables of Annexure G must be completely Filled and should not be blank.

The L1 (lowest one) will be selected as successful bidder as per Total Cost of Ownership i.e. the amount mentioned in column “Grand Total”.

We certify that all the components quoted above include cost of all activities and prices quoted are all in compliance with the terms stipulated in the RFP No: 092018

We also confirm that we agree to all the terms and conditions mentioned in this RFP

Signature:

Date:

Name:



Aadhaar Data Vault

12 Annexure H : FORMAT FOR PRE BID QUERIES

A) Queries Related to RFP

RFP 092018		Aadhaar Data Vault Solution			
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 092018		Aadhaar Data Vault Solution	
BIDDERS NAME			
Sr. No.	General Query related to RFP		Comment / Suggestions



Aadhaar Data Vault

13 Annexure I : Performa for the BG for Earnest Money Guarantee for Payment of EMD

Bank Guarantee no:

Date:

Period of Bank Guarantee: Valid unto

Amount of Bank Guarantee: Rs.

To,

Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

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

1. Whereas the Beneficiary had invited tenders for supply, installation, commissioning of Aadhaar Data Vault Solution at Bank's locations vide tender No 092018 dated
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favor of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 10 lakhs (Rs. Ten 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 Aadhaar Data Vault Solution at Bank's 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.10 lakhs (Rupees ten 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



Aadhaar Data Vault

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

14 Annexure J : FORMAT - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 092018

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 092018 for the Aadhaar Data Vault Solution procurement.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. 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. 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.
9. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.



Aadhaar Data Vault

10. 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.
11. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
12. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

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

Name:

Stamp:

Designation:

Place:

Date:

Organization:

Signature:

15 Annexure K : Non-Disclosure Agreement

(On stamp paper of relevant value)

This Non-Disclosure Agreement is made and entered into at this day of
2018

BY AND BETWEEN Bank of Maharashtra, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at Lokmangal, 1501, Shivajinagar, Pune 411005 (hereinafter called "the Purchaser/Bank" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and (Name of Bidder) of (please specify the registered office of the (Bidder) (hereinafter called "Bidder" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

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

WHEREAS, Bank called for the bids for engagement of Bidder to provide Aadhaar Data Vault Solution at the DC and DR Locations of the Bank. M/s_____, after going through the Bid Documents and being interested to act as Bidder and provide Aadhaar Data Vault Solution at the DC and DR Locations of Bank, has submitted its Bid.

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

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

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and



Aadhaar Data Vault

- (iv) Treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

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

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

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

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

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



Aadhaar Data Vault

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

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

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

The provisions hereunder shall survive termination of the Contract.

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

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



16 Annexure L : FORMAT FOR ELIGIBILITY EVALUATION

S. No.	Description of Eligibility Criteria	Complied (Yes or No)	Support Document required
1	The Bidder should be a Registered Company in India under the Companies Act, 1956 and shall be in existence for the last five years..		Certification of Incorporation
2	The Bidder should have a minimum turnover of Rs. 50 crores per year in the last three financial years i.e 2015-2016, 2016-2017 and 2017-2018*. This must be the individual Company's turnover and not that of any group of Companies.		Copy of the audited Balance Sheet
3	The Bidder should be a profitable company or have a positive net worth in at least two years during last 3 financial years. (2015-16, 2016-2017, 2017-18)		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant
4	The Original Equipment Manufacturer (OEM) should have ISO 9000 / ISO 9001/ ISO 27001 or equivalent certification for Design & manufacturing of equipments.		Copy of relevant certificate / testimony
5	The bidder should have executed orders for implementation of HSM based Solution to any Banks / Insurance Company / Government Organizations / Financial Institutions in India. OR OEM should have implemented HSM based solution(through partner or directly) to any Banks / Insurance Company / Government Organizations / Financial Institutions in India		Relevant supporting documents such as customer credentials/ Purchase Order along with proof of order execution.
6	The Bidder should not have been blacklisted by any government organization / banks. Self-declaration to that effect should be submitted along with the technical bid.		Self-Declaration / An undertaking to this effect is to be submitted by the bidder.
7	The bidder should comply to the "Adoption of pre contract Integrity Pact" Clause as per Annexure M.		Integrity Pact Agreement should be submitted on Rs. 500 Stamp Paper. The agreement should be signed by authorized official of the bidders firm with company seal on every page.

17 Annexure M : PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2018, 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 (Name of the Stores/Equipment's/Item) _____ and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER:

- 1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any



- person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in 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**

5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.1.3. Any other mode or through any other instrument (to be specified in the RFP)

- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

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

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

- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit 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 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.



Aadhaar Data Vault

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

BUYER

Name of the Officer:

Designation:

IT Department

Bank of Maharashtra

(Office Seal)

Place _____

Date _____

BIDDER

CHIEF EXECUTIVE OFFICER

(Office Seal)

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____



Aadhaar Data Vault

18 Annexure N : Undertaking of Information Security

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

To

The Deputy General
Manager

Information Technology,

Bank of Maharashtra,

Lokmangal, 1501,
Shivajinagar,

Pune

Sir,

**Sub: RFP for Supply, Installation & Maintenance of Aadhaar Data Vault
Solution at Bank's DC & DR.**

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address

Email and Phone