

RFP Reference No. 142021-22

REQUEST FOR PROPOSAL (RFP)
FOR
SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE
OF CTS SCANNERS



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

Cost of Tender Document Rs17,700/-



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1. Invitation for Tender offers

INTRODUCTION

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

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.17,700/- (Rs. Seventeen Thousand Seven Hundred Only) inclusive of GST @18 % by demand draft / bankers Cheque in favor of Bank of Maharashtra and payable at Pune or NEFT transfer to Account No: 60058099506IFSC: MAHB0001150.

Bid Collection and Submission

Tender Reference number	142021-22
Price of Tender Copy	Rs.17,700/- (INR)
Date of commencement of sale of tender document	23/02/2022
Last Date of sale of tender document	18/03/2022 up to 14.00 hours
Queries to be mailed by	08/03/2022 up to 17.00 hours
Queries to be mailed to	cmitd@mahabank.co.in keshav.metkar@mahabank.co.in priyank.saini@mahabank.co.in akshay.bansod@mahabank.co.in nishant.rai@mahabank.co.in siva.devara@mahabank.co.in
Pre-Bid meeting with Bidders	10/03/2022 at 11:30 hours
Last Date and Time for receipts of tender offers	18/03/2022 up to 14.00 hours
Time and Date of Opening of technical bids	18/03/2022 at 15.30 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	Rs.1,00,000/-*(INR)
Contact Telephone Numbers	Phone : 020 – 25614423/518
E-mail ID	cmitd@mahabank.co.in keshav.metkar@mahabank.co.in nishant.rai@mahabank.co.in siva.devara@mahabank.co.in

Tender offers will be opened in the presence of the bidder's authorised 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 it's all annexure.

General Manager
Information Technology



2. Instructions to bidders

About Bank of Maharashtra

Bank of Maharashtra is a Public Sector Bank with a standing of 87 years. It has a three tier organizational set up consisting of Branches, Zonal Offices, and Head Office. The Bank has more than 2000 fully computerized branches spread across the country. In the state of Maharashtra itself, it has more than 1100 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporates, agriculturists and importers & exporters.

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

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

2.1 Two Bid System Tender

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

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

Bank's address

The Deputy General Manager,
IT Department, Bank of Maharashtra,
"Lokmangal", 1501, Shivajinagar, Pune – 411005

Following officers have been authorized to accept the tender documents

Shri. Keshav M, Sr. Manager- Head Office Pune
email ID: keshav.metkar@mahabank.co.in, Phone : 020-25614527

Shri Nishant Rai, Manager- Head office Pune
email ID: Nishant.raai@mahabank.co.in, Phone : 020-25614423

Shri Siva Devara, Manager- Head office Pune
email ID: siva.devara@mahabank.co.in, Phone : 020-25614352



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

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

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

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

ENVELOPE-I (Technical bid along with softcopy):

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

ENVELOPE-II (Commercial bid):

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

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

ENVELOPE-III (Original EMD):

Bidders are required to submit along with the offer a Demand Draft / BG drawn in favor of Bank of Maharashtra and payable at Pune, (valid for 90 days from the date of the tender) for an amount of Rs.10 lakhs (Rupees Ten lakhs only) towards Earnest Money Deposit (EMD).



Exemption from Tender Fee & EMD:

Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), Government of India from time to time.

2.2 Schedules of the Tender

This tender comprises of following schedules (as mentioned) in **Annexure H**

Schedule Number	Name of Schedule	Components
I	Cost of Scanners	Supply, installation, integration and maintenance of Scanner
II	AMC	Annual Maintenance Contract for 3 Years
III	TCO (I + II)	

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

The bidder must ensure that Scanners & AMC as specified in the above two schedules are offered by them as per Technical Specifications of RFP.

3. Qualification Criteria

Sl no	Eligibility of the Bidder	Supporting Documents
1.	The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 & 2013 and shall be in existence for the last five years having a turnover of Rs.5 Crore per year in the last three financial year's i.e. 2018-2019, 2019-2020 and 2020-2021. This must be the individual Company's turnover and not that of any group of Companies.	Copy of the certificate of incorporation should be enclosed as documentary proof and Audited Balance sheet should be submitted for the 2018-2019, 2019-2020 and 2020-2021.
2.	The bidder should have made net profit or should have positive net worth during any two of the last three consecutive financial years.	A copy of relevant years' audited annual reports / financial statements shall be submitted with the offer in support of net sales turnover and profit
3.	The bidder should be the Original Equipment Manufacturer (OEM) or its authorized agent for supplier of the Scanners	Letter from OEM is required to be submitted.



4.	The bidder should have Delivered/installed at least 1000 Cheque Imaging scanners of 100 dpm at Scheduled Commercial Bank during the last three years and its cheque scanners should be in use and operational.	Latest PO Copies along with latest invoices and performance certificates required to be submitted by the bidders for delivery, installation & operations at
5.	The bidder shall have exclusive support infrastructure/centers for maintenance of scanners across the country (refer Annexure G (B)) either own or through franchisee.	List of such support centers with contact persons, telephone numbers and addresses should be enclosed
6.	The Bidder shall not have been blacklisted by any government organization / banks.	Self-declaration to that effect shall be submitted along with the technical bid
7.	Bidder shall have to accept all the clauses of Integrity Pact as mentioned in the document in Annexure J.	Signed integrity pact (as per annexure J) should be submitted along with the technical bid on a stamp paper of Rs.500/-
8.	Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 for tender participation and Model Certificate format for tender participation	Bidder has to submit declaration as mentioned Annexure O

3.1. Quality Standards

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

3.2. Earnest Money Deposit

Bidders are required to submit along with the offer a Demand Draft drawn in favor of Bank of Maharashtra and payable at Pune, (valid for 90 days from the date of the tender) for an amount of Rs.10 lakhs (Rupees Ten lakhs only) towards Earnest Money Deposit (EMD). Offers made without EMD will be rejected. Bank will not pay any interest on the EMD. 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. For Bank Guarantee other than from a Public sector bank, prior permission of Bank of Maharashtra shall be essential.

Unsuccessful Firms who have not been selected –The EMD will be returned by the Bank within two weeks from closure of the selection process. No interest shall be paid on the EMD

under any circumstances.

Forfeiture of EMD in the event of Withdrawal by the Selected Organization– In case the Selected Organization withdraws from the contract/ discharging duties post selection by the Bank and prior to agreement signing, the EMD amount shall not be refunded to the Selected Organization.

3.3. Manufacturer's Authorization Form

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

3.4. Qualification Criteria

The bidders fulfilling all the “eligibility criteria” mentioned under Point 3 (Qualification Criteria) above only will be subjected to further process of technical evaluation.

3.5. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 for tender participation

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority. (Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or



- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. Whether acting alone or together, or through one or more

juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.



- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. Bidder has to submit declaration as mentioned Annexure O.

3.6. Terms and Conditions

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

3.7. Non-transferable Tender

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

3.8. Soft Copy of Tender document

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

The bidders who are submitting the bid by downloading the same from the Bank's website will have to pay the non-refundable fee of Rs.17,700/-(inclusive of GST @ 18%) by way of a demand draft / bankers' cheque in favour of Bank of Maharashtra payable at Pune while submitting the bid. In case the bidder chooses to attend the pre bid meeting, the bidder should send DD for Rs.17,700/- being the cost of tender document. **Purchase of tender document is mandatory for attending pre-bid meeting.**

3.9. Offer validity Period

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

3.10. Address of Communication

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



The Deputy General Manager,
Information Technology,
Bank of Maharashtra,
Head Office, “Lokmangal”,
1501, Shivaji Nagar,
Pune – 411 005
Emails: dgmitd@mahabank.co.in,

3.11. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach us in writing or by e-mail on or before 01st February 2022 upto 17:00 hours on the address as mentioned above. Queries not received in the format as per Annexure I and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained if received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website.

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

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

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

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

3.12. 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.**

3.13. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

a) Eligibility Criteria:

Bank of Maharashtra will undertake primary scrutiny of the eligibility of the bidders as per “eligibility criteria” mentioned under point no.3 above based on the documents submitted.



The offers of the bidders fulfilling the above eligibility criteria only will be taken up for further scrutiny i.e. technical evaluation. This primary scrutiny will be taken up on the last date of the technical bid submission, in the evening same day.

b) Technical evaluation:

Bank of Maharashtra shall undertake detailed scrutiny of the offers to determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. Only those bidders who qualify in technical evaluation will be short listed for commercial evaluation. **The formats for technical specification is enclosed vide Annexure A. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents. All the specifications are weighed equal marks and to become eligible for further RFP process, bidder has to score comply all the specification mentioned in the Annexure A.**

c) Commercial evaluation:

Bank reserves the right of selection of bidder either by Opening of Commercial Bids (of those bidders who are found eligible after evaluation of Technical Bids) or proceed with On Line Reverse Auction among technically qualified bidders.

Bidders may quote the best competitive price in the commercial bid as Bank may or may not opt for online reverse auction.

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

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

3.14. Clarification of Offers

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



clarifications and the response will necessarily be in writing.

3.15. No Commitment to Accept Lowest or Any Tender

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

3.16. Documentation

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

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

3.17. Submission of Technical Details

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

3.18. Make, Models & Part numbers of the equipment

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

3.19. 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 on letterhead of bidder. This should be as per **Annexure C**.
3. Details of the bidder, as per **Annexure D**.
4. Compliance of eligibility criteria along with support documents in following format.

Sl.	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
1	Certificate of Incorporation		
2	Balance Sheets (Audited) – 2018-19 2019-20 2020-21 (If the Balance sheet is not audited, then the provisional statements duly certified by the Chartered Accountant and CFO of the company under company's seal to be submitted)		Net Sales Turnover : Rs in Lakhs)
3	Net Profit or Net Worth figure 2018-19 2019-20 2020-21		Net Profit After Tax: (Rs in Lakhs)
4	Original Equipment Manufacturer (OEM) or its authorized agent for supplier of the Scanners; documentary proof to that effect should be enclosed.		
5	The bidder should have Delivered/installed at least 1000 Cheque Imaging scanners of 100 dpm at Scheduled Commercial Bank during the last two years and its cheque scanners should be in use		
6	Address of 40 support center across the country as per Annexure G(A) & G(B).		
7	Self-declaration for not being blacklisted on the Company letterhead		

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

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



document from 3.1 to 3.27.

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

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

7. Warranty (for all relevant schedules). This should not contain any price information.
8. Delivery and Implementation schedule.
9. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
10. System software details.
11. Manufacturers' Authorization Form (if applicable) as per **Annexure E**
12. Details of Past installation, as per **Annexure F**
13. Details of support centers as per **Annexure G**



14. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
15. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
16. All documentary evidence wherever required to be submitted be properly arranged.
17. Copy of the Commercial Bid duly masking the price column.
18. Signed Integrity pact as per **Annexure L** on a stamp paper of Rs.500/- and duly stamped.

3.20. Masked Commercial

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

3.21. Scope of Work

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

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

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

The Bidder should provide scanners which are compatible as per the NPCI standards.

The bidder has to enter into a rate contract with the Bank for Supply Installation, Configuration, Testing, Commissioning and Maintenance of various types of UV based Cheque imaging scanners for Cheque Truncation System as per models, specifications and functionality approved by the bank. The rates will be valid for a period of ONE YEAR, if not revised earlier. The bidder will pass on to the bank, the benefit of discounts if any announced during any period in respect of orders placed during that period. The bidder will also provide the latest model available, if there is upward revision in the model offered, at no extra cost to the Bank.

The bidder should have to ensure that the supplied Cheque Scanners should be compatible with the Bank's existing CTS Application software. It will be bidder's sole responsibility to get their cheques scanners certified with the Bank's CTS Application procured at its own cost and expenses. Scanners to be provided, should be compatible with NPCI standards also. In case the same are not found to be compatible the same shall be replaced with the equivalent compatible scanner failing of which the Bank may scrap the order.



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

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

3.22. Erasures or Alterations

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

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

3.23. Locations

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

3.24. Costs & Currency

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

1. Cost of the equipment
2. Installation and commissioning charges, if any.
3. Minimum of three-year comprehensive on-site warranty covering all parts & labor.
4. Transportation and Forwarding charges to the site.
5. In addition to transit insurance normal electronic equipment insurance should be available up to installation or up to 30 days from date of delivery whichever is earlier.
6. Prices quoted should be inclusive all taxes, duties, levies etc. except GST. GST Will be paid at actuals. There will be no price escalation during the contract period and any extension thereafter.

3.25. Fixed Price

The Commercial bid shall be inclusive all taxes, duties, levies etc. except GST. GST Will be paid at actuals. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted.



3.26. Short-listing of Bidders

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

3.27. Right to Alter Quantities

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

3.28. Rate Contract

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

3.29. Repeat Orders

Bank of Maharashtra reserves the right to place repeat order/s (@ 25% of the total order value) on the bidder under the same terms and conditions within a period of 12 months from the date of acceptance of last purchase order. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.

3.30. Order Splitting

With a view to reduce the risks of delaying project implementation, bank reserves the right to split the order approximately in the order of 60:40 between the bidders offering the lowest TCO within(L1) and the bidder offering second lowest TCO (L2) provided the L2 should match the price as per bill of material of L1 bidder. The purchase order (PO) will only be at the rate offered by L1. Bank also reserves the right to split order as per the Govt/MSME guidelines for MSME companies, if any participate in the tender process.

3.31. Govt. Guidelines on MSME/Make in India

- a) Procurements through MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines



thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP. Exemptions regarding Tender document fees shall be available to the eligible MSMEs.

- b) Guidelines issued as per PPP-MII (Public Procurement (Preference to Make in India), Order 2017) by Government of India will be followed for evaluation of the eligible tenders.
- c) **Public Procurement (Preference to Make in India) [PPP-MII] : Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 & Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019 and 04.06.2020 , dated 16.09.2020, dated 13.05.2021 & dated 15.07.2021 and other subsequent amendments if any, to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India pursuant to Rule 153 (iii) of the General Financial Rules 2017 shall be applicable to bidders participating in RFP.**

4. Terms and Conditions

4.1. Support Personnel

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

4.2. Technical Inspection and Performance Evaluation

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

4.3. Payment Terms

Bank of Maharashtra will make payment as follows:

1. 90 % of the order value will be paid on completion of installation, commissioning and subject to acceptance of the systems by the Bank, of all the Scanners ordered.
2. Out of the balance 10%, 1% amount would be retained by the Bank till expiry of warranty period and 9% would be paid against a Performance Bank Guarantee (as per the format prescribed by the Bank) of 10% of the total contract value, the expiry date of the performance bank guarantee and the date of expiry of warranty will be co-terminus.
3. Payments will be released by the IT Department of the Head office centrally within 30 days of receipt of Invoices accompanied by copy of Delivery Challan, Installation Report & duly signed by the In-Charge of the location where the equipment has been delivered & installed.



4. Description of the envisaged scope is enumerated as part of Section 3.21 of this RFP; however, the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions. The bidder needs to quote as per the Bill of Materials mentioned in Annexure H.
5. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

4.4. Delivery, Installation and Commissioning

The Bidder shall be responsible for delivery and installation of the equipment ordered at all the sites and for making them fully operational at no **extra charge within 6 weeks of receiving the purchase order**. The signing authority will be Branch Manager or Officer at branch / office.

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

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

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

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

4.5. Completeness of Installation

The installation will be deemed as incomplete if any component of the Scanner or any



documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to Bank of Maharashtra after acceptance testing/examination.

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

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. Serious discrepancy, functionality not as per scope of work noticed in the scanner.
2. Delay in delivery beyond the specified period for delivery.
3. Delay in installation beyond 4 weeks from the date of purchase order/ mail communication from Head Office.

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

4.7. Inter-working of hardware and Software

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

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

4.8. Acceptance Tests

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

4.9. Software Drivers, Manuals & Accessories



The Scanners will have to be supplied with Software Drivers, Manuals and one complete set of accessories like cartridge, scanner cleaning tape etc., future cost of the consumables will be borne by the bank at rates which would be finalized with the bidder by mutual consent.

4.10. Scanner Warranty

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

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

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

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

4.11. Annual Maintenance Charges

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

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

Bank will pay AMC charges in Indian Rupees at the end of each quarter for every quarter after deduction of penalty, if any.

4.12. Spare parts

Bidder will make the spare parts for the systems available for a minimum period of five



years from the time of acceptance of the system. Thereafter, bidder will give at least twelve months' notice prior to discontinuation of support services, so that Bank of Maharashtra may order its requirements of the spares, if it so desires. If any of the peripherals, components like Memory, Transporter Belt, pre leafing Roller, logic card, scanner head, power adapter, battery of Scanner etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to Bank of Maharashtra.

4.13. Liquidated Damages

If there is a delay by the bidder in the delivery of the Scanners as will be mentioned in the purchase order, the bidder will be liable to pay a sum of 1% (one percent) of the order value per site per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) subject to maximum 10% of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. In case the complete delivery is delayed beyond the scheduled delivery date, Bank of Maharashtra reserves the right to cancel the contract and return the partially delivered equipment, if any, at the cost of the bidder. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value.

4.14. Penalty for installation delay

For any delay in installation and commissioning of the Scanner, Bank of Maharashtra will charge penalty @ 0.5% of the order value per site per week or part thereof. Total of such penalty mentioned under the clause 4.14 and 4.15 put together shall be subject to maximum of 10 percent of the total order value.

4.15. Penalty for downtime

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

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

During warranty period, the penalty would be recovered from the successful bidder from the 10% retention amount. If the 10% amount is not sufficient to recover the penalty, the successful bidder would be liable to pay the penalty amount within a period of 15 days from the date of demand made by the bank through its branches/offices. If the successful bidder does not make the payment of penalty within the stipulated period, the bank is free to invoke the bank guarantee and recover the amount.

The successful bidder shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. **uptime of 98% of the time on a 24/7x365**



basis

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

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

4.16. Failure

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

4.17. Solution Integration with SIEM

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

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

4.18. IT ACT

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

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

4.19. Aadhar ACT

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

4.20. ISMS Framework

The bidder shall abide by the ISMS framework of the Bank. Bidder shall abide by the ISMS policy and any other policy and subsequent procedures of the Bank.

4.21. Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may



update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

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

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

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

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

1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
2. Unless otherwise agreed herein, use any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
3. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - ▶ Take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;



- ▶ Keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - ▶ Limit access to such confidential information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the confidential information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the confidential information and materials in the manner prescribed in this document; and
 - ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of confidential information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
- a. Immediately return all written confidential information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from confidential information relating to the Disclosing Party;
 - c. So far as it is practicable to do so immediately expunge any confidential information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. The restrictions in the preceding clause shall not apply to:
- a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.



- c. The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- d. The confidentiality obligations shall survive the expiry or termination of the agreement between the bidder and the Bank. And shall perpetual in nature.

4.22. Intellectual Property Rights

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

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

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

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

4.23. Change Management

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

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

If any proposed software becomes End of support/ End of life during the warranty/ AMC/ ATS period, the same will be replaced by the next version of software without any cost to the Bank. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account.

4.24. Amalgamation

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



4.25. Source Code

- a) The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project). The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor.
- b) The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.
- c) In case the Bidder is coming with software which is not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.

4.26. Termination

1. Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.
2. Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
 - b. The bidder
 - i. has a winding up order made against it; or
 - ii. has a receiver appointed over all or substantial assets; or
 - iii. is or becomes unable to pay its debts as they become due; or
 - iv. enters into any arrangement or composition with or for the benefit of its creditors; or
 - v. passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
3. The bidder shall have right to terminate only in the event of winding up of Bank.

4.27. Effect of termination

1. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
2. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services



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

4.28. Compliance with All Applicable Laws

The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

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

4.29. Indemnity

The Successful Bidder shall indemnify, protect and save Bank of Maharashtra against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting



from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware / software / network equipment etc. supplied by him.

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 the Successful Bidder or its employees/ agents/ persons employed by third parties. The Successful 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.

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.

4.30. 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.

4.31. Application software and Drivers

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

4.32. Guarantees

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

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

4.33. Force Majeure

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. If a Force Majeure situation arises, "Each



Party agrees to give to the other a notice of 15 calendar days from the date of such occurrence of the incidents or notification etc. by government as applicable and such notice shall contain detail of the circumstances giving rise to the event of force majeure”.

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

4.34. Arbitration

All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English

4.35. 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. A NDA has to be submitted by bidder to Bank as prescribed in Annexure Q.

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

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

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

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

4.36. Levis and taxes



Prices quoted should be inclusive all taxes, duties, levies etc. except GST. GST will be paid at actuals. There will be no price escalation during the contract period and any extension thereafter.

4.37. Adoption of Integrity Pact

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

Shri. Arun Jha Email — arunja01@gmail.com	Shri. Umesh Vasant Dhatrik Email — uvdhatrak@gmail.com
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10. A person signing IP shall not approach the court while representing the matters to IEMs and he/she will wait their decision in the matter.

4.38. Performance Bank Guarantee

The successful bidder should furnish a Performance Bank Guarantee to the extent of 10% of the value of the contract within 15 days of the date of receipt of the purchase order/indent.



The Performance Bank Guarantee has to be submitted in the format as required by the Bank mentioned in Annexure-P. The performance guarantee would be for the entire period of the Contract plus 12 months claim period. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract.

4.39. Solicitation of Employees

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

5. Schedule of Items Required:

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

Sl.	Item	Speed	Quantity(indicative)
1.	UV enabled CTS cheque (Indian Cheques) scanner as per NPCI specifications which are integrated with Bank's CTS software with Comprehensive 3 years warranty.	100 dpm	1500

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



Annexure - A Technical Specifications: -

Sr No	Description	Compliance (Yes/No)
1.	The proposed Cheque Scanner should have the capabilities and features to scan and capture information from instruments adhering to NPCI specifications of CTS 2010 Cheque format which should be integrated with the Bank's CTS Application (with one complete set of consumables like printing cartridge and scanner cleaning kit).	
2.	The Scanner should be capable of scanning a minimum of 100 cheques per minute or above with UV features and UV Scanning Speed of minimum 75 or higher DPM on Indian Cheques. The Proposed Cheque Scanner should be able to capture Indian (6 Inches or higher) along with the deposit slips as well.	
3.	The proposed Cheque Scanner should have minimum one input and one or more output pockets/bins.	
4.	During the Product life, that is, warranty of three years and AMC of two years, scanner should scan the cheques without degrading the image quality and also comply with the endorsement requirement stated in the Circular issued by - RBI/NPCI from time to time.	
5.	Support for Resolution of 100 dpi and 200 dpi.	
6.	The scanner should support JFIF image format with JPEG compression Technology and TIFF image format with CCITT G4 compression Technology as per RBI mandate.	
7.	The scanner should be compatible with Windows 10 Professional/Enterprise Version or above.	
8.	The scanner should print minimum two lines endorsement 44 digits on the back of the cheque prior to / at the time of imaging of the cheque.	
9.	Facility to be provided to scan already endorsed cheques separately for endorsing in a different place.	
10.	The scanner should support multi-locations endorsements (four position endorsements). It should not be overwritten / overlapping on each other.	



11.	Capacity of Auto Feeder should be minimum of 35 cheques. The auto feeder should be capable of feeding only one cheque at a time. Piggybacks, if any should be sensed and warning provided for the same. The scanner should never scan two instruments at a time, i.e., scanning front side of one cheque and rear side of another cheque.	
12.	The scanner must have the facility to identify the Ultraviolet Bands in the cheques.	
13.	The scanner should have the facility to find areas where Ultra Violet Ink is erased or tampered.	
14.	The scanner should have the facility to find Counterfeit / Fraud / Doctored cheques.	
15.	All accessories including the Indian condition power cords needs to be supplied.	
16.	The printer provided should be compatible with USB 2.0 technology or above and USB interface cable to be provided.	
17.	Necessary API/Tools including Image Quality Analysis (IQA) software for verification of cheque Image Quality as per RBI/NPCI requirements and for cheque scanning with all the above features including UV facility needs to be supplied for all the scanners with necessary licenses.	
18.	The Bidder and OEM shall provide necessary support for integration of scanner and IQA with CTS Software of the Bank.	
19.	Printing cartridge / Cleaning Tape / Card / Kit (should be easily available in the market and not be proprietary item.)	
20.	Scanner should contain imaging module for Binary b/w Front, Binary b/w Back, Grey scale Front, Grey scale back and UV only.	
21.	The proposed Cheque Scanner should have MICR read head, endorser, Sorter, in-built OCR, front and back grey scale, front and back black & white scale and UV image capture in a single pass.	
22.	The proposed Cheque Scanner by the Vendor and OEM shall be fully compliant to the IQA (Image Quality Assessment) standard indicated by RBI/NPCI in its latest Circular.	

Date :

Signature of Authorized Official with Seal



Annexure B – Checklist for Product Documentation

Note:

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

Sl.	Item	Documentation provided (Yes/No)
1.	UV enabled CTS cheque (Indian Cheques) scanner as per NPCI specifications with Comprehensive 3 years warranty	



Annexure C - Tender Offer Cover Letter

Date: _____ 2022

Tender Reference No.: _____

To:

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

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

If our tender offer is accepted, we undertake to commence delivery within _____ (Number) days and to complete delivery, installation and commissioning of all the Scanners as specified in the Contract within _____ (Number) days

calculated from the date of receipt of your Notification of Award/Letter of Intent.

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

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

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

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

Dated this _____ day of _____ 2022

Signature: _____

(In the Capacity of :) _____

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



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) 2018-19 2019-20 2020-21	
9.	Net Profit or Net Worth figure of the company (not of group) 2018-19 2019-20 2020-21	
10.	Goods and Services Tax (GST) Number.	
11.	Income Tax Number(PAN No)	
12.	Whether direct manufacturer or authorized dealers/agent	
13.	Name and Address of manufacturer of Scanner	
14.	Location of Manufacturing facility	
15.	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	
16.	Brief Description of after sales service facilities available with the bidder Please fill up Annexure G also.	
17.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	



Annexure E – Manufacturer’s Authorization Form (MAF)

No. _____ dated _____

TO

Dear Sir,

Tender Reference No. 142021-22

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

We confirm that our company (as a single unit, not the group) has net sales turnover exceeding Rs 5.00 crores each in last three financial years (i.e. 2017-18, 2018-19 and 2019-20). We also confirm that we have made profit in _____ financial year, our company has made a net profit after tax.

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

Yours faithfully,
(Name)

for and on behalf of

M/s _____
(Name of manufactures)

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



Annexure F - Details of Track Record (Past Installations)

Name of the Bidder _____

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

Date: _____

Place: _____



Annexure G (A) - Details of Service Centers

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



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

SL. NO.	ZONE	Address	Office/Service Center availability (Yes / No)
1	AHMEDABAD	MAVLANKAR HAVELI ,VASANT CHOWK BHADRA AHMEDABAD ,AHMEDABAD ,380001	
2	AHMEDNAGAR	GURUKUL 2ND FLR ,LAL TAKI RD AHMEDNAGAR ,AHMEDNAGAR ,414003	
3	AKOLA	Bank of Maharashtra Regional Office ,ARTHMANGAL ,SATAV CHOWK, OAK MARG, JATHARPETH ,AKOLA ,444005	
4	AMRAVATI	OPP. ATULMANGAL KARYALAYA ,LAHANUJI NAGAR ,AMRAVATI ,444606	
5	AURANGABAD	MAHABANK BHAVAN C-3 N-1 TOWN CENTRE ,CIDCO AURANGABAD ,AURANGABAD ,431003	
6	BANGALORE	15 POLICE STATION road ,STATION RD BASAVANGUDI BANGALORE ,BENGALURU ,560004	
7	BHOPAL	1/14 PRASHASANIK ZONE ,ARERA HILLS JAIL RD BHOPAL ,BHOPAL ,462011	
8	BHUBNESHWAR	426/2260, N B Tower, Nayapalli, Bhubaneswar, Dist.- Khurda, Odisha- 751012	
9	CHANDIGARH	SCO 88-89 ,SECTOR 17 C CHANDIGARH ,CHANDIGARH ,160017	
10	CHANDRAPUR	"Udyog Bhavan", Ground Floor, Opposite District Court, Station Road, Chandrapur, Maharashtra – Pin: 442401	
11	CHENNAI	04 SIVAGNANAM RD ,T NAGAR CHENNAI ,CHENNAI ,600017	
12	DELHI	3rd Floor, ,NBCC Tower, ,15 Bhikaji Cama Place, New Delhi ,110066	
13	ERNAKULAM	Noel Towers, Thrikkakkara, Kakkanad, Dist- Ernakulam, Kerala-682030	
14	GOA	DATTA PRASAD BUILDING ,FIRST FLR M.G. RD PANAJI GOA ,PANAJI GOA ,403001	
15	HYDERABAD	4-3-448 to 460&465to468 ,Vinoothna Pitties Majesty ,Gopal Bagh 2nd Floor Near BANK STREET ,500001	
16	INDORE	MAHARASHTRA SAHITYASABHA BHAVAN ,688M G RD INDORE ,INDORE ,452007	
17	JABALPUR	MAGALMAY BLDG 1STFLR ,OPP TELEPHONE EX 1STFLR WRIGHT TOWN ,JABALPUR ,480002	
18	JAIPUR	6th FORTUNE HEIGHTS, C-94 ,NEAR AHINSHA CIRCLE, C-SCHEME, ,JAIPUR ,302001	
19	JALGAON	BLDG NO 7 1ST FLR KHANDESH MILL ,P.B NO 88 NEHRU CHOWK JALGAON ,JALGAON ,425001	



20	KOLHAPUR	MAHABANK BLDG S N 517/1-L PLOT NO 7 ,KAVALA NAKA KOLHAPUR ,KOLHAPUR ,416001	
21	KOLKATA	1ST FLOOR, MCLEOD HOUSE ,3 N. S. ROAD ,KOLKATA ,700001	
22	LATUR	PUSHPAK PLAZA ,GANESH NAGAR, AUSA ROAD, ,LATUR ,413531	
23	LUCKNOW	MAHANAGAR NORTH HSG CO-OP SOC ,PLOT NO 12 SECTOR-9 VIKASNAGAR ,LUCKNOW ,226024	
24	MALEGAON ZONE	Sanchar Sadan, 2nd floor, BSNL building, S.No.305/2, Sanchar Sadan, 60ft Road, Malegaon Camp, Malegaon Dist-Nasik 423203	
25	MUMBAI CITY	JANAMANGAL 2NDFLR ,45/47 MUMBAI SAMACHAR MARG FORT MUMBAI ,MUMBAI ,400023	
26	MUMBAI SUBURB ZONE	Plot No 632, Yashomangal, Gandhinagar, Bandra East Mumbai - 400 051	
27	NAGPUR	MAHABANK BLDG ,ABHYANKAR RD SITABULDI NAGPUR ,NAGPUR ,440012	
28	NASIK	GRUHA NIRMAN BHAVAN ,GADKARI CHOWK OLD AGRA RDPOST BOX 140 ,NASIK ,422002	
29	NAVI MUMBAI ZONE	CIDCO Old Admin Building, P-17, Sector- 1, Vashi, Navi Mumbai,Pin-400703	
30	NOIDA ZONE	Bank of Maharashtra Rusoolpur, Nawada Sector 62, Noida 201301	
31	PATNA ZONE	2nd floor NP tower, Main road, Near colony More, Kankarbagh Patna-800020	
32	PUNE CITY	YASHOMANGAL 1183--A ,SHIVAJINAGAR F.C. ROAD ,PUNE ,411005	
33	PUNE EAST	"Janamangal Building", 2nd Floor, S. No. 7A/2, Opposite Kirloskar Pneumatic Co. Ltd, Hadapsar Industrial Estate, Pune, Maharashtra – Pin: 411013	
34	PUNE WEST ZONE	Yashomangal' 1183/A, F.C. Road,Shivajinagar,Pune,Pin-411005	
35	RAIPUR	CHAWLA COMPLEX ,SAI NAGAR RAIPUR ,RAIPUR ,492001	
36	SATARA	JEEVAN TARA L.I.C. RO BLDG ,OPP COLLECTOR OFF KOREGAON RD SATARA ,SATARA ,415001	
37	SOLAPUR	PLOT NO 94 GAIKWAD BUILDING ,MORARJI PETH SOLAPUR PUNE RD SOLAPUR ,413002	
38	SURAT ZONE	PRIME ARCADE, ANANDMAHAL RD WARD17B NEAR JOGANI NAGAR ADAJAN DIST. SURAT SURAT 395009	
39	THANE	MAHABANK BHAVAN, B 37, NEAR OLD PASSPORT OFFICE, ,WAGLE IND ESTATE THANE ,THANE - WEST ,400604	
40	VIJAYWADA	SURYARAO PETH, VIJAYWADA, ANDHRA PRADESH.	



Annexure H - Bill of Materials

Sl.	Item	Quantity (indicative)	Unit Price	Total Price
1	100 dpm UV enabled CTS Cheque (Indian Cheques) scanner as per NPCI specifications which are integrated with Bank's CTS software with Comprehensive 3 years warranty	1500		
2	Annual Maintenance Cost for Cheque Scanners for 3 years (applicable upon completion of Three years Warranty)	1500	(Rate per year/ machine)	
	Total Cost of Ownership (1+2)			

Note:

- All the Columns in all the above tables of **Annexure –H** must be completely filled and should not be kept blank.
- Prices quoted should be inclusive all taxes, duties, levies etc. except GST. GST Will be paid at actuals.



Annexure I : FORMAT FOR PRE BID QUERIES

A) Queries Related to RFP

RFP : 142021-22		Scanners			
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

B) General queries Related to RFP

RFP : 142021-22		Scanners	
BIDDER S NAME			
Sr. No.	General Query related to RFP		Comment / Suggestions

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

Deputy General Manager
Bank of Maharashtra
Information Technology Department,
Lokmangal , Shivaji Nagar,
Pune – 411005

SUB: Bid Security Declaration

REF: YOUR RFP NO: _____ dated DD/MM/YYYY

This has reference to your RFP for Supply, installation, commission & maintenance Support Of CTS Scanners in your Bank. We _____(bidder Name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 1 years from the date of submission of Bid in case of any of the following:

1. The bidder withdraws/modifies his tender after processing date i.e. Last Bid Submission Date, but before acceptance of the PO issued by Bank.
2. If any statement or any form enclosed by us as a part of this bid turns out to be false/incorrect at any time during the period of prior to signing of Contract.
3. In case of us becoming successful bidder and if:
 - 3.1 We fail to execute contract within the stipulated time.
 - 3.2 We fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.
 - 3.3 The bidder violates any of the provisions of the terms and conditions of this tender Specification.

Seal of Company:



Annexure K: FORMAT A - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 142021-22

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 142021-22 for Supply, Installation, Commissioning & Maintenance of 1500 CTS Scanners.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.



11. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
14. If successful, we are agreed to provide uninterrupted service for next 3 years.

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

Name:
Designation:
Organization:

Place:

Stamp:
Date:
Signature:



Annexure L PRE CONTRACT INTEGRITY PACT

(To be stamped on Rs. 500 stamp paper)

General:

"This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2020, between on one hand, Bank of Maharashtra through authorized official Shri _____, General Manager, Information Technology Department, Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 15.1, 'Lokmangal' Shivajinagar Pune – 411005, (hereinafter called the "BUYER", which expression shall unless it be repugnant to the subject thereof, include its successors 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/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said Equipment/product/services 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 Clause 6 of the Companies Act 1956/Section 2(77) of the Companies Act, 2013.

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. Sanctions for Violations:

5.1. 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 :-

5.1.1. 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.

5.1.2. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit / Performance Bond (after the contract is signed), if any, shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.

5.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4. 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.

5.1.5. 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.

5.1.6. 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.

5.1.7. 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.

5.1.8. 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.

5.1.9. 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

5.1.10. 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.



6. Fail Clause:

6.1. 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.

7. Independent Monitors:

7.1. 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).

7.2. 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.

7.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. 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.

7.6. 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.

7.7. 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.

7.8. 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.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this act 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.

9. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is Pune.

10. 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

11. Validity:

11.1. The validity of this Integrity Pact shall be from date of its signing and extend up to six 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.

11.2. 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.

12. 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): _____



ANNEXURE-M GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION

Introduction:

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

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

a. APPLICABILITY:

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

b. ELIGIBILITY:

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

c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

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

d. TRAINING:

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



to familiarize the bidders with Reverse Auction process.

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

e. DATE/ TIME FOR TRAINING:

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

f. DATE/ TIME OF REVERSE AUCTION:

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

g. CONDUCT OF REVERSE AUCTION:

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

h. PROXY BID:

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

i. TRANSPARENCY IN BIDS:

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

j. MASKING OF NAMES:



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

k. START PRICE:

- i. Bidders will fill the unit cost of the line items mentioned in ANNEXURE H OF RFP 142021-22 before the start of the bidding time of this document. Once the bidding time starts the system will show the TCO of ANNEXURE H OF RFP. This total value is taken as the start price of the bidding process.
- ii. **DECREMENTAL BID VALUE**
- iii. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.1,00,000/-.
- iv. The bid decrement value shall be in multiples of Rs.,1,00,000/-.
- v. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- vi. Decremental value will be appropriated across the line items of ANNEXURE H OF RFP proportionately by the system.

I. REVERSE AUCTION PROCESS:

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



m. EXPENDITURE ON REVERSE AUCTION:

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

n. CHANGES IN BUSINESS RULES:

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

o. OTHER INSTRUCTIONS:

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

p. ERRORS AND OMISSIONS:

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

2. Terms and conditions of Reverse Auction:

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.



- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in **ANNEXURE H OF RFP** to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- k. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP 142021-22 as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- l. Only those bidders who are technically qualified and competent to provide the required solution as per RFP 142021-22 are only eligible to participate in Reverse Auction Process. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.



Annexure-N: Compliance Statement for Reverse Auction

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

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

Sub: RFP NO: 142021-22 for Supply, Installation, Commissioning & Maintenance of 1500 CTS Scanners dated:

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

1 We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.

2 We hereby undertake and agree to abide by all the terms and conditions stipulated by Bank of Maharashtra in the RFP document including all annexures and the Business Rules for Reverse Auction.

We shall participate in the on-line auction conducted by (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.

3 We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which Bank shall forfeit the Bid Security declaration. We also understand that the Bank may debar us from participating in future tenders.

4 We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.

5 We accordingly authorize Bank and/ or the reverse auction company to issue user ID and password to the above named official of the company.

6 Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.

7 We, hereby confirm that we will honour the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which Bank reserves the right to initiate appropriate action as specified in BID security declaration. We agree and understand



- 8 that the Bank may debar us from participating in future tenders for any such failure on our part.
- 9 We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Place:

Date:

Seal and signature of the bidder



Annexure-O Model Certificate format for tender participation to be submitted by bidders

To
Deputy General Manager
Information Technology Department
Bank of Maharashtra

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

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

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address

Email and Phone



Annexure-P: Performance Bank Guarantee

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

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

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

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

Whereas Service Level Agreement dated _____ 20__ (hereinafter called the "**Contract**") for Rs. _____/- (Rs. _____ only) and PO/LOI issued subsequently as per the terms of RFP dated _____ placed by the Beneficiary Bank on M/s _____, having its Head Office at _____ and a branch office at _____ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor has to Supply, Installation, Commissioning & Maintenance of 1500 CTS Scanners as per the Service Level Agreement referred hereinabove.

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

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:-

In consideration of Bank of Maharashtra, the beneficiary bank, having Service Level Agreement dated _____ 20__ for Rs. _____/- (Rs. _____ only) Service Level Agreement on M/s _____



_____, having its Head Office at _____ for Supply, Installation, Commissioning & Maintenance of 1500 CTS Scanners as per the Service Level Agreement referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:

- a) To indemnify and keep indemnified the beneficiary bank for the losses and damages that may be caused to or suffered by the beneficiary bank in the event of non-performance of whatever

nature on the part of the contractor in discharging their contractual obligations under the said contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. _____/- (Rs. _____ only) without demur and without Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary Bank shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.

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

Notwithstanding anything contained herein:

- a) The Bank's Liabilitynot exceed Rs. _____. (Rupees _____).
- b) This Bank Guarantee shall be valid up to _____.



- c) Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before _____ (date of expiry of the Guarantee).

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

Signed, sealed and delivered by Mr.

For and on behalf of the Guarantor Do so and
to affix the seal of the Bank, in the presence of

Place:

SEAL

Code No. SIGNATURE



Annexure-Q: Non-Disclosure Agreement

(On stamp paper of relevant value)

This Non-Disclosure Agreement is made and entered into at this__ day of____ 2022
BY AND BETWEEN Bank of Maharashtra, a body corporate constituted under Banking Companies(Acquisition & Transfer of Undertakings) Act, 1970, and having its Head Office at 1501, "Lokmangal" Shivajinagar, Pune- 411005 (hereinafter referred to as "Purchaser/Bank" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the ONE PART and (Name of System Integrator) of (please specify the registered office of the (System Integrator) (hereinafter called "the System Integrator/Contractor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The Bank is referred as disclosing party and the System Integrator is referred as receiving party hereinafter.

WHEREAS, Bank called for Supply, Installation, Commissioning & Maintenance 1500 CTS Scanners. M/s after going through the Bid Documents and being interested to act as System Integrator/Service provider for Supply, Installation, Commissioning & Maintenance 1500 CTS Scanners, has submitted its Bid.

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

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

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

Confidential Information does not include information which:

- the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract;



- is the public domain
- is received from a third party not subject to the obligation of confidentiality with respect to such information;
- is released from confidentiality with the prior written consent of the other party.

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

Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the System Integrator/Service Provider/bidder's personnel to be present on premises of Bank or may require the System Integrator/Service Provider/bidder's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the System Integrator/Service Provider/bidder's personnel under such circumstances and to provide notice to the System Integrator/Service Provider/bidders of the confidentiality of all such information. Therefore, the System Integrator/Service

Provider/bidder agrees and undertakes that any technical or business or other information of Bank that the System Integrator/Service Provider/bidder's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

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

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

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

Indemnity: *The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive*



entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach of contract and undertakes to indemnify for the same.

Resolution of Disputes: All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at _____. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized representative of both Parties. This agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

Relationship between parties: This Agreement is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

Notice: All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

Disclosing Party	Receiving Party
Representative name:	Representative name:
Address:	Address:
Email:	Email:
Phone number:	Phone number:

The provisions hereunder shall survive termination of the Contract.

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

For and on behalf of ----- Ltd. ((Designation)	For and on behalf of Bank of Maharashtra ((Designation)
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Annexure-R 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 and Maintenance of Supply, installation, Commissioning and maintenance of CTS scanners in Bank of Maharashtra.

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

Yours faithfully,

Authorized Signatory

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