

RFP Reference No. 202019

REQUEST FOR PROPOSAL (RFP)

FOR

Migration of PCs running MS Windows 7 to MS Windows 10



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

Cost of Tender Document Rs.11,800/-

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1. Invitation for tender

Bank of Maharashtra invites bids from eligible bidders for supply of RAM Modules and licenses for Windows 10 pro (build 1903) with latest service packs and further implementation of RAM Upgrade Operating System upgrade in the PCs of the bank as per specifications, terms & conditions given in enclosed forms and commercial bids for its branches / offices across the country.

A complete set of tender document may be purchased by eligible bidder on payment of a non-refundable fee of Rs.17,700/- (Rupees Seventeen thousand seven hundred only) by demand draft / bankers cheque in favor of Bank of Maharashtra and payable at Pune.

Bid Collection and Submission

Tender Reference number	202019
Price of Tender Copy	Rs.11,800/- *(including GST)
Date of commencement of sale of tender document	06/12/2019
Last Date of sale of tender document	31/12/2019 up to 14:00 hrs.
Queries to be mailed by	13/12/2019 up to 17:00 hours
Pre-Bid meeting with Bidders	16/12/2019 at 12:30 hours
Last Date and Time for receipts of tender offers	31/12/2019 up to 14:00 hours
Time and Date of Opening of technical bids	31/12/2019 at 17:00 hours
Place of Opening tender offers	Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005
Address of Communication	As above
Earnest Money Deposit	Rs.5,00,000/-*(INR)
Contact Telephone Numbers	Phone : 020 – 27335345 020- 27335336

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

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

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

Bids will be opened in the presence of the bidders or authorized representatives of the bidders who choose to attend the opening of tender on the above-specified date, time and place.

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

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

**General Manager
Information Technology**

2. About Bank of Maharashtra

Bank of Maharashtra is a nationalized bank with a standing of 84 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office.

The Bank has 1832 branch offices, 36 Offices including Data Center, Disaster Recovery Center, Project Management Office and Head Office across the length and breadth of the country. In the state of Maharashtra, the Bank has 1100+ branch offices, the largest network of branches by any Public Sector Bank in a state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of the Bank are networked and under Core Banking Solution.

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

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

3. Instructions to bidders

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

IMPORTANT CLARIFICATIONS/ABBREVIATIONS

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

- Bank or BOM means ' Bank of Maharashtra'
- RFP means the Request for Proposal document.
- Bidder / Respondent - signifies those who purchase this tender document and submit response to it.
- Solution provider and Bank shall be collectively referred to as 'Parties'
- OEM- Original Equipment Manufacturer
- DC- Data Center
- DRC- Disaster Recovery Center
- GST- Goods & Services Tax

3.1. Two Bid System Tender

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

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

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

Following two officers have been authorized to accept the tender documents

1. Mr. Abhishek Narayan Lal, Sr. Manager- Head Office Pune
2. Mr. Nishant Rai, Manager- Head Office Pune

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

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

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

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

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

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

3.3. ENVELOPE-II (Commercial bid):

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

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

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

3.4. Schedules of the Tender

This tender comprises of following schedules.

Schedule Number	Name of Schedule	Remarks
I	Bill of Material	Includes: 1) Cost of Windows 10 Pro licences 2) Cost of 2 GB DDR-III RAM Modules
II	Bill of Services	Includes: 1) Cost of OS upgradation 2) Cost of RAM upgradation

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

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

4. Scope of Work

4.1 In the past, Bank has procured approximately 9200 PCs, breakup of which is as under:

Sl. No	Count of PCs	RAM Configuration	OS (License/preloaded)
1	3392	2 GB DDR-III	Windows 7 Pro preloaded
2	2645	4 GB DDR-III	Windows 8.1 with Windows 7 Pro Preloaded
3	3224	4 GB DDR-III	Windows 10 Pro with Windows 7 Pro Preloaded

4.2 Bidders to quote for supply of RAM Modules and licenses for Windows 10 pro (build 1903) with latest service packs and further implementation of RAM Upgrade and OS upgrade in the PCs of the bank as per specifications, terms & conditions given in enclosed forms and commercial bids for its branches / offices across the country.

4.3 Further the bidder needs to send their engineers to bank branches / offices where these PCs are located and upgrade the RAM (applicable to PCs with 2 GB RAM only) and the OS to Windows 10 pro (Build 1903) with latest service packs.

4.4 The quantity mentioned is indicative only and there could be an 10-20% increase/decrease in the quantity.

4.5 The detailed scope of work for OS upgrade is as follows:

- a. The engineer visiting the branch for upgrade has to identify the plan of PC with its RAM size and version of OS delivered with the system.
- b. Take back up of the system before proceeding for upgrade of the OS.
- c. Upgrade the OS to Windows 10 Pro (Build 1903 or higher)/ Install the OS to Windows 10 Pro (Build 1903 or higher)
- d. Activate the new OS.
- e. After upgrade of the OS, the following are to be installed / configured:
 - i. OS service packs, Drivers and all critical patches.
 - ii. DLP, Patch Management and Anti Virus software installation with the latest updates.
 - iii. Configuration of IP addresses and establish connectivity with LAN/WAN. Loading the printer drivers, with installation of printers and its configuration as per Bank's requirement.
 - iv. Browser configuration for CBS application / Internet proxy etc.
 - v. Configuring e-mails and restoring backup of old mails.
 - vi. Loading applications required for like bombas, Eximbills, bilingual etc.
 - vii. Creating shortcuts as per the requirement of the user.
 - viii. Adding the PC to domain (Active Directory).
 - ix. Restoration of the data backup taken before upgrade.
- f. Vendor has to ensure that
 - i. There is no data loss on the PC due to upgradation activity.
 - ii. The upgraded PC is hardened as per the policy of the Bank.
 - iii. Any software/application/agent installed by the bidder for the purpose of OS migration (if installed) should be removed upon completion of activity.

4.6 The activity needs to be carried at the convenience of the staff at branch / office.

4.7 Also taking the inventory of hardware and software available at branches.

4.8 Taking Sign-off from branch head/office Head.

4.9 Consequent to activity above, the bidder shall collect and consolidate the sign-off reports obtained from branches and submit to head office in a neat and orderly bound manner.

5. Terms and Conditions

5.1. Subcontracting

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

5.2. Technical Inspection and Performance Evaluation

Bank of Maharashtra reserves its right through its designated officers/auditors to carry out technical inspection and performance evaluation (bench-marking) of installation done by qualified bidders.

6. Soft Copy of Tender document

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

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs.17,700/- by way of a **demand draft** in favor of Bank of Maharashtra payable at Pune while submitting the bid.

7. Offer validity Period

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

8. Address of Communication

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

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

Emails :

- 1) agmitd@mahabank.co.in
- 2) cmitd@mahabank.co.in
- 3) cmites@mahabank.co.in
- 4) abhishek.lal@mahabank.co.in
- 5) nishant.raai@mahabank.co.in

9. Pre-Bid Meeting

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

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

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

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

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

Only two authorized representatives of the bidder who have purchased the RFP will be allowed to attend the Pre-Bid meeting. Bank is not bound to reply the queries of bidder who has not attended the pre bid meeting.

10. Opening of offer by Bank of Maharashtra

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

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

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

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

11. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

11.1. Eligibility Criteria

Bank of Maharashtra will undertake primary scrutiny of the eligibility of the bidders as per "eligibility criteria" mentioned under point no.32 of this document based on the documents submitted. The offers of the bidders fulfilling the above eligibility criteria only will be taken up for further scrutiny i.e. technical evaluation. This primary scrutiny will be taken up on the last date of the technical bid submission, in the evening on the same day.

11.2. Technical evaluation:

Bank of Maharashtra shall undertake detailed scrutiny of the offers to determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. The bidders have to demonstrate the features of the product offered to the bank

either onsite or offsite as part of technical evaluation. **The formats for technical evaluation is enclosed vide Annexure-R. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents.**

11.3. Commercial evaluation :

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

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

TCO = Cost of MS Windows 10 Pro licences + Cost of Additional 2 GB RAMs + Cost of upgradation of OS on the clients at respective locations + Cost of upgradation of RAMs on the clients at respective locations.

12. Documentation

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

- Type of windows 10 license proposed to be provided by the bidder along with it's specifications.
- Specifications & Warranty of compatible 2 GB RAM(s) DDRIII type.
- Proposed plan and Draft SOP for the upgrade process.
- Third party software (if, any) used for upgradation of PCs with respective licences in the name of bidder.

13. Submission of Technical Details

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

14. Format for Technical bid

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

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

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

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

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

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

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

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

15. Masked Commercial

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

16. Format for Commercial bid

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

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

17. Erasures or Alterations

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

18. Alternative offers

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

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

19. Location of project implementation

This tender is being floated by the Head Office of Bank of Maharashtra. The proposed solution is being procured through this tender shall implemented by the successful bidder at various locations of Bank of Maharashtra across the country. Bank reserves the right to make changes in the locations.

20. Cost & Currency

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

- a) Cost of the Licence(s)
- b) Cost of RAM(s)
- c) Installation and upgrade charges, including any Boarding, lodging and freight and other miscellaneous charges
- d) All-inclusive taxes except GST (payable as applicable).

21. Time lines for completion

The delivery of license and migration of the PCs, configuration, loading of applications should be completed as per the timelines given below:

Sl. No	Time lines	Tasks to be completed
1	One week from the date of purchase order	Submission of SLA, PBG, SOP Finalization and upgradation of 1000 PCs
2	Two week from the date of purchase order	upgradation of additional 1500 PCs
3	Three week from the date of purchase order	upgradation of additional 2000 PCs
4	Four week from the date of purchase order	upgradation of additional 2200 PCs
5	Five week from the date of purchase order	upgradation of additional 2500 PCs
Total No. of PCs to be migrated		9200

Any change in no. of PCs shall have respective increase/decrease in the number of PCs to be migrated in fifth week

22. Contract Period

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

The tenure of the Contract will be for a period of 4 Months from date of acceptance of the purchase order of the proposed solution for Bank of Maharashtra. The performance of the selected bidder shall be reviewed on weekly basis and the Bank reserves the right to terminate the contract at its sole discretion by giving one fortnight notice. Any offer falling short of the contract validity period is liable for rejection.

The Contract period will commence effective from the issuance of purchase order/letter of intent whichever is earlier or bank terminates the SLA by serving 15 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation thereof.

23. Service Continuity

As part of service continuity: - After the completion of initial period of 5 Weeks, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein till the period activity is completed.

24. Fixed Price

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

25. No Negotiation

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

26. 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 50:30:20 between the bidders offering the lowest TCO within(L1), the bidder offering second lowest TCO (L2) and the bidder offering third lowest TCO (L3) provided the difference between L1, L2 and L3 is less than or equal to 10%.

However, the Purchase Order (P.O.) for L2 and L3 will only be at the rate offered by L1. If L2 and/ or L3 do not accept the purchase order in writing within 5 working days, then purchase order will stand automatically cancelled. If any one of the bidders out of L2 or L3 accepts the purchase order in writing,

within 5 working days, and the other refuses, the Bank will split the order in ratio of 60:40 between L1 and L2 (if L2 accepted the offer) and in the ratio of 70:30 between L1 and L3 (if L3 accepted the offer).

If difference in total price between L1 and L3 exceeds 10%, but the difference between L1 & L2 is less or equal to 10%, then the Bank will split the order in the ratio of 60:40 between the bidder offering the lowest total price and the bidder offering the second lowest total price (L2), subject to L2 matching the price with L1 prices. The purchase order for L2 will be at the same rate as offered by L1. If L2 does not accept the purchase order in writing within 5 working days, then the purchase order will stand automatically cancelled. If the difference in total price between L1 and L2 exceeds 10%, the Bank will place the entire order on L1 bidder.

Bank also reserves the right to split order as per the Govt/MSME guidelines for MSME companies, if any participate in the tender process.

27. Short-listing of Bidders

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

28. Right to Alter Quantities

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

29. Adoption of Integrity Pact

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

Shri. Nilmoni Bhakta Address — A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A Nerul, Navi Mumbai, 400706 Email — nilmoni.bhakta@gmail.com	Shri. Madan Lal Sharma Address — K-23, Jangpura Extention New Delhi Email — ml.sharma1965@yahoo.com
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30. IT ACT

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

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

31. Aadhar ACT 2016

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

32. Exchange Rate Variation (ERV)

Exchange rate variation clause will be applicable for repeat order only. Prices accepted by Bank shall be increased or decreased in repeat order if the ERV is more than 5%. (The % will be calculated from date of submission of commercial offer and repeat order proposal). The price increase or decrease will be proportionate to difference more than 5%. i.e. if dollar variation is + 7% than prices will increase by 2%.

33. Repeat Orders

Bank of Maharashtra reserves the right to place repeat order/s on the bidder under the same terms and conditions within a period of one year from the date of acceptance of first purchase order by the bidder. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.

34. Eligibility Criteria

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

1. The bidder should be in existence for a minimum period of five years.
2. The bidder should be a manufacturer of PCs or an authorised channel partner/ authorized dealer for PCs during the last 2 years.
3. The bidder should be a authorised reseller of Microsoft and are duly authorized to supply Microsoft products. A copy of the necessary Certification to be enclosed from Microsoft along with Technical Bid
4. The Bidder should have executed contracts for supply, installation and commissioning of a minimum of 2000 Personal Computers to public/ private sector banks/ government undertakings during the last two years. Copies of Major Contracts executed/ Reference Letters should be enclosed.
5. The Annual Sales Turnover shall not be less than Rs.10 Crores each for the last 3 years. Necessary copies of Audited Balance sheets and certificates from auditors be enclosed.
6. The net worth of the Company shall not be less than Rs.1.00 Crore each for the last three years. Necessary copies of Audited Balance sheets and certificates from auditors be enclosed.

7. The company shall be earning profits for the last three years. In case the bidder company is having a loss, a confirmation is to be given that the current Networth is over Rs. 1 Crore. A certificate to that effect be issued by auditors of the company.
8. The company shall be having offices at Pune and major/ metro locations all over the country or the company shall be able to provide their services all over the country, either directly or through their authorised representatives.
9. The bidder must not have been black listed by any Government organization or Govt. agency or Banks in India. (A self-declaration signed by the authorized Signatory to be enclosed).
10. The bidder should be ISO 9001 or equivalent certified

35. Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with Bank of Maharashtra, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with Bank of Maharashtra, raise invoice and accept payments and also to correspond.

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

36. Notices

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

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

37. Support

The bidder should ensure 24 X 7 support team at all the locations. The bidder should be able to provide efficient and effective support at all locations so as to meet 24*7 hrs service support with maximum 4 hrs response time – A commitment to this effect should be furnished. For this the bidder should have its own exclusive IT support infrastructure covering all regional/Zonal office centers across the country, with owned/franchisee service centers at particular those location having Bank of Maharashtra zonal regional centers, to give service all Branch/Office locations of Bank of Maharashtra and provide support, call escalation, SLM, replacing consumables and should also be capable of expanding the support infrastructure in keeping with the requirements of Bank of Maharashtra

38. Performance Bank Guarantee (10%)

The successful bidder should furnish a Performance Bank Guarantee to the extent of 10 % of the value of the contract within 7 days of the date of receipt of the purchase order/Indent. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 3 months. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract.

39. 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.

40. Payment Terms

Bank of Maharashtra will be make payment as follows:

- 1) No advance will be paid against the Purchase Order.
- 2) Payment will be released only on submission of installation / upgrade certificate duly signed and stamped by branch manager.
- 3) Windows 7 or 8/8.1 to Windows 10 Pro upgrade:
 - a. 100 % payment will be released on delivery and installation of upgrade license, delivery and installation of RAM, upgrade of the OS on the PC, configuration and installation of applications as mentioned in the scope of work.
 - b. The payment shall be released with-in 30 days from the date of claim has been made, subject to submission of all necessary reports/ sign-offs by the bidder.

41. Implementation (Delivery, Installation and Commissioning)

The Bank reserve rights to stager the activity depending upon readiness of sites at various locations. The Bidder shall be responsible for delivery of licences/RAM and conducting upgrade activity as per the plan shared by the Bank.

42. Completeness of Installation

The installation will be deemed as incomplete if any component of the hardware, software, etc., 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 bidder shall have to reinstall the OS/Driver/Software as the case maybe. 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.

In case the vendor fails to take back-up of the PC prior to the upgrade of the same resulting into loss of Data, Vendor shall be liable to conduct data recovery of the captioned HDD in addition to a penalty of Rs. 10,000/- per such case.

43. Loading of Anti-Virus Solution

Bank of Maharashtra has implemented an Enterprise-wide Anti-Virus Solution across all the branches. The successful bidder will cooperate with the existing bidder of the Anti-virus solution for loading of the Anti-Virus solution on the PCs/Clients upgraded.

44. Order Cancellation

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

1. Delay in delivery beyond the specified period for delivery.
2. Delay in installation beyond the specified period for installation from the date of purchase order.
3. Serious discrepancy in activity/licences/RAMs delivered noticed during pre/post implementation dispatch inspection.

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

45. Exit Option & Contract Re-negotiation

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

46. Intellectual Property Rights

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

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

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

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

47. Corrupt & Fraudulent Practices

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

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

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

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

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

48. Warranty

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

49. Violation of Terms

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

50. 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.

51. 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.

52. Termination

The Bank, without prejudice to any other remedy for breach of contract, by written notice (with a notice period of 30 days) of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- a) If the Successful Bidder fails to deliver any or all of the Goods/Services within the period(s) specified in the Contract, or within any extension thereof granted by the BANK; or
- b) If the Successful Bidder fails to perform any other obligation(s) under the Contract and fails to cure the same within a curing period granted by the Bank through a written notice; or
- c) In the event the Bank terminates the Contract in whole or in part, the BANK may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

53. Effect of Termination

1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favourable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities 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.

54. 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.

55. Software Licenses

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

56. 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.

57. Service level Agreement

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

58. Liquidated Damages

If there is a delay by the bidder in the delivery of the complete hardware and software as will be mentioned in the purchase order, the bidder will be liable to pay a sum of Rs.1000/- per system per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. In case the complete delivery is delayed beyond the scheduled delivery date, Bank of Maharashtra reserves the right to cancel the contract and return the partially delivered equipment, if any, at the cost of the bidder. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value.

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

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

59. Penalty Terms:

Bank reserves the right to charge penalty for delayed deliveries/ upgrade at the rate of Rs.1000/- per day without prejudice to its other rights, if not completed as per the schedule mentioned in clause no.21 "Time lines for completion".

Also, in case the vendor fails to take back-up of the PC prior to the upgrade of the same resulting into loss of Data, Vendor shall be liable to conduct data recovery of the captioned HDD in addition to a penalty of Rs. 10,000/- per such case.

Further, Bank reserves right to cancel the Purchase Order not executed as per terms of offer under this tender documents if the agreed time lines for delivery and migration are not met by the bidder under the Purchase Orders placed.

60. Pre-dispatch Inspection/UAT

Bank of Maharashtra and/or its nominated consultants will carry out factory/pre-dispatch inspection of all the equipment before its dispatch to Bank of Maharashtra, if required.

The solution shall be accepted only after completion of UAT.

61. Indemnity

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder, (iii) use of the allocated site and or facility provided by Bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under clauses of the RFP (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement. (v) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 62 of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment/s at all points of time, provided however, (i) the Bank notifies Bidder in writing immediately on aware of such claim, (ii) Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

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

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

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

62. Limitation of Liability

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

Indemnity for IPR (Intellectual properties rights) claims;

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

63. Non-Disclosure Agreement

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

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

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

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

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

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

64. 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.

65. Guarantees

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

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

66. Force Majeure:

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

government as applicable and such notice shall contain detail of the circumstances giving rise to the event of force majeure”

67. Confidentiality:

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

This tender document contains information proprietary to Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder. Responses received become the property of Bank and cannot be returned. Responses will not be used and shared with third party for any means. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder.

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

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

68. 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.

69. Third Party applications

- a) 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.

- b) 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.

70. SEVERABILITY

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

71. Resolution of disputes

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

72. Arbitration

Any controversy or claim arising out of or relating to this project and the services to be rendered by bidder under or pursuant to this project Agreement, the interpretation hereof, or its breach shall, if not resolved by mutual discussions between the parties, be settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. Arbitration shall be conducted in Pune. Language of arbitration proceedings shall be in English. The number of Arbitrators shall be three, with each side to the dispute being entitled to appoint one Arbitrator. The two Arbitrators appointed by the parties shall appoint a third Arbitrator who shall act as the Chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. Each Party shall bear the costs, fees, etc of the Arbitrator nominated by them and shall equally bear the costs of the Umpire.

73. Audit & Inspection of Records

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

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

74. Integrity Pact

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

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

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

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

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

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

75. Disclaimer

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

76. 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.

77. 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.

78. Make, Models & Part numbers of the equipment

It is mandatory to provide the make, model and part number of all equipment/software 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.)

79. Annexure-A: Tender Offer Cover Letter

Date: _____ 2019

Tender Reference No.:XX2019

To: _____

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply of licenses for Windows 10 pro (build 1903) with latest service packs ,RAM Modules and further implementation of RAM upgrade & Operating System upgrade in the PCs of the bank as per specifications, terms & conditions given in enclosed forms as mentioned in RFP no. XX2019 in conformity with the said tender documents in accordance with the Schedule of Prices indicated in the Commercial bid and made part of this tender.

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

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

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 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.

We have separately quoted for the comprehensive on-site annual maintenance charges in the Commercial bid. The charges as such are expressed in terms of percentage to total hardware cost.

Dated this _____ day of _____ 2019

Signature: _____

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

80. Annexure-B: Details Of The Bidder

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

Sr No.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/ Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) 2016-17 2017-18 2018-19	
9.	Profit / Net Worth of the company (not of group) 2016-17 2017-18 2018-19	
10.	Sales Tax Number TAN no	
11.	GSTIN	
12.	Income Tax Number /PAN no	
13.	Whether direct manufacturer or authorized dealers/agent	
14.	Name and Address of manufacturer of PCs	
15.	Location of Manufacturing facility	
16.	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	
17.	Brief Description of after sales service facilities available with the bidder Please fill up Annexure C (2) also.	
18.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	
19.	Integrity Pact	
20.	ISO 9000/9001/27001 certification/Equivalent	

81. Annexure-C(1): Details Of Locations Of Bank's Zonal Office/S

SL. NO.	ZONE	Land Line No.	address
1	AHMEDABAD	079-25508566	Mavlankar haveli vasant chowk bhadra ahmedabad ahmedabad 380001
2	AHMEDNAGAR	0241-2430425	Gurukul 2nd flr lal taki rd ahmednagar ahmednagar 414003
3	AKOLA	7242490843	Bank of Maharashtra Regional Office ARTHMANGAL ,SATAV CHOWK, OAK MARG, JATHARPETH AKOLA 444005
4	AMRAVATI	0721-2565588	Opp. Atulmangal karyalaya lahanuji nagar amravati 444606
5	AURANGABAD	0240-6645616	Mahabank bhavan c-3 n-1 town centre cidco aurangabad aurangabad 431003
6	BANGALORE	080-46561232	15 police station marg station rd basawangudi bangalore bangalore 560064
7	BHOPAL	0755-2555991	1/14 prashasanik zone arera hills jail rd bhopal bhopal 462011
8	CHANDIGARH	0172-2720076	Sco 88-89 sector 17 c chandigarh chandigarh 160017
9	CHANDRAPUR	07172-255318	Ghanshyam building opp. Police headquarters mul rd chandrapur 442401
10	CHENNAI		04 sivagnanam rd t nagar chennai chennai 600017
11	DELHI	011-26197769	3rd Floor, NBCC Tower, 15 Bhikaji Cama, New Delhi 110066
12	GOA	0832-2231074	Datta prasad building first flr m.g. rd panaji goa panaji goa 403001
13	HYDERABAD	040-24756375	4-3-448 to 160&465to468 Vinoothna Pitties Majesty Gopal Bagh 2nd Floor Near BANK STREET HYDERABAD-500001
14	INDORE	0731-2531805 extn 307	Maharashtra sahitiasabha bhavan 688m g rd indore indore 452007
15	JABALPUR	0761-2400432	Muthye bldg 1stflr opp telephone ex 1stflr wright town jabalpur 480002
16	JAIPUR	0141-2379905	6th FORTUNE HEIGHTS, C-94, NEAR AHINSHA CIRCLE, C- SCHEME, JAIPUR 302001
17	JALGAON	0257-2223594	Bldg no 7 1st flr khandesh mill p.b no 88 nehru chowk jalgaon jalgaon 425001
18	KOLHAPUR	0231-2533425 ext 32	Mahabank bldg s n 517/1-l plot no 7 kavala naka kolhapur kolhapur 416001
19	KOLKATA	033-40374918	1st floor, mcLeod house 3 n. S. Road kolkata 700001
20	LATUR		"Pushpak plaza" ganesh nagar, ausa road, latur 413531
21	LUCKNOW	0522-2739259, 2739260	Mahanagar north hsg co-op soc plot no 12 sector-9 vikasnagar lucknow 226024
22	MUMBAI		Janamangal 2ndflr 45/47 mumbai samachar marg fort mumbai mumbai 400023
23	NAGPUR	0712-2557289	Mahabank bldg abhyankar rd sitabuldi nagpur nagpur 440012
24	NASIK	0253-2580748	Gruha nirman bhavan gadkari chowk old agra rdpost box 140 nasik 422002
25	PUNE CITY		Yashomangal 1183--a shivajinagar f.c. road pune 411005
26	PUNE EAST		2nd flr kesari maratha trust n c kelkar marg 568 narayan peth pune 411030
27	RAIPUR	0771- 2887670/72/73 /74 extn 13,12	Chawla complex sai nagar raipur raipur 492001

28	SATARA		Jeevan tara l.i.c. ro bldg opp collector off koregaon rd satara satara 415001
29	SOLAPUR		Plot no 94 gaikwad building morarji peth solapur pune rd solapur solapur 413002
30	THANE		Mahabank Bhawan,Waghle Industrial Estate,Thane (w)
31	NAVI MUMBAI		P17, sector -1 cidco old admin bldg, vashi, new mumbai 400703
32	Pune West		Yashomangal 1183--a shivajinagar f.c. road pune 411005

82. Annexure-C(2): Details Of Service Centers of bidder

Sl .	Place	Own or Franchise	Postal Address	Contact numbers	Service Facilities available (Describe)	Number of service engineers
1						
2						
3						
4						
5						
6						
7						
8						
9						

83. Annexure-D: Technical Specifications

- 1) Microsoft Windows Upgrade Licence
 - a. Existing License Type: OEM
 - b. Existing License Version: Windows 7 / Windows 8.1
 - c. Proposed License Version: Windows 10
 - d. Build: 1903 or Higher
 - e. Architecture: 32Bit / 64 Bit (Depending upon the system to be upgraded)
 - f. OS Media: To be provided by the bidder either in the form of USB drive or DVD.
 - g. Certificate of Authenticity: To be provided by the bidder at the time of license Delivery
- 2) Ram Module
 - a. Single module of 2 Gigabyte
 - b. Type: DDR-III
 - c. Warranty: 3 years' lifetime warranty claimable PAN India.

84. Annexure-E: Manufacturer's Authorization Form (MAF)

No. _____ dated _____

TO

Dear Sir,

Tender Reference No. _____

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

We confirm that our company (as a single unit, not the group) has had a turnover exceeding Rs 10 crores of last three financial years (i.e. 2016-17, 2017-18 and 2018-19). We also confirm that we made profit in ___ years in last three financial years.

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

Yours faithfully,
(Name)

For and on behalf of

M/s _____

(Name manufactures)

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

85. Annexure-F: Details of Track Record

Name of the Bidder _____

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

Date: _____

Place: _____

86. Annexure-G: Installation Records

Name of the Bidder _____

Sl. No.	Name of the Client	Purchase Order/Indent Number & Date	Peripherals (Eg. Printers/ scanners etc.)		Servers		Desktops	
			Make, Model	Qty	Make, Model, CPU	Qty	Make, Model, CPU	Qty

87. Annexure-H: Commercial Bid Format

FORM-I

RFP for Migration of PCs running MS Windows 7 to MS Windows 10

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

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

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

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

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

Dated this..... Day of 2019.

(Signature)

(Name) (in the capacity of)

Duly authorized to sign Bid for and on behalf of

88. Annexure-I: Commercial Bid Format

FORM-II

(RFP for Migration of PCs running MS Windows 7 to MS Windows 10)

Name of the Bidder:

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

Price of Solution:

Sr. No	Particulars	Quantity	Rate per Unit	Total Cost
		(X)	(Y)	Z=(X*Y)
	Schedule 1: Bill of Material			
1	Windows 10 Build 1903 License Cost	6037		
2	2 GB DDR3 RAM with 3 Years Lifetime warranty	3392		
	SUB TOTAL(A)			
	Schedule 2: Bill of Services			
1	Cost of OS upgradation	9261		
2	Cost Of RAM upgradation	3392		
	SUB TOTAL (B)			
	Total Cost of ownership (A+B)			

1. Total Cost of Ownership to the Bank will not change due to exchange fluctuation, and import duty etc. during contract period of 4 Months.
2. Any Price Bid not in conformity with the above format or incomplete in any respect will be rejected / disqualified by the Bank.
3. The installation/upgradation by the bidder shall be at the branches located across the country as per directive of the Bank.
4. The TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.
5. Bids submitted with counter condition / assumption will be rejected by the Bank.
6. Bank reserves the right to reject all or any of the Bids submitted without assigning reason to the Bidders.

Note:- Rates quoted above should include all taxes, levies, duties, insurance, transportation, freight, boarding, lodging, royalties, Installation ,commissioning charges, and any other charges if any, etc.

but excluding GST which will be reimbursed on actual basis against original document of payment. No additional call charges or labour charges are payable.

We confirm that above commercials quoted and all the Terms and Conditions of the Contract contained in RFP 202019 dated ----- for **Migration of PCs running MS Windows 7 to MS Windows 10** are acceptable to us.

Dated this.....day of2019

(Signature)

(Name)

(In the capacity of)
Duly authorized to sign Bid

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

89. Annexure-J: Format For Pre Bid Queries

A) Queries Related to RFP

RFP XX2019		Migration of PCs running MS Windows 7 to MS Windows 10				
BIDDERS NAME						
Sr no	Page #	Point / Clause #	Main name	Clause	Clarification point as stated in tender document	Comment / Suggestions

B) General queries Related to RFP

RFP XX2019		Migration of PCs running MS Windows 7 to MS Windows 10	
BIDDERS NAME			
Sr. No.	General Query related to RFP	Comment / Suggestions	

90. Annexure-K: Performa for BG : Earnest Money \ Guarantee For Payment Of EMD

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid unto

Amount of Bank Guarantee: Rs.

To,

Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

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

1. Whereas the Beneficiary had invited tenders for **Migration of PCs running MS Windows 7 to MS Windows 10** RFP No XX2019 dated _____.
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favor of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 5 lakhs (Rs. Five lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s _____ hereinafter referred to as the said 'Contractors' have given their offer for **Migration of PCs running MS Windows 7 to MS Windows 10** at various locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
4. At the request of the said M/s. _____ the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs.25 lakhs (Rupees twenty five lakhs only) payable by the said Contractor/s under the said Contract.

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

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

AND it is further agreed and declared by the Bank that any waiver of any breach of any term of the said contract or any act of forbearance on the part of the Beneficiary or any time given by the Beneficiary to the contractors for carrying out and completing the work under the said contract or any

modifications made in the terms and conditions of the said contract or any other act or omission on the part of the Beneficiary which could have in law the effect of discharging a surety, will not discharge the Bank.

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

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

Notwithstanding anything contained herein:

- a. The Bank's liabilitynot exceed Rs._____ .
(Rupees _____).
- b. This Bank Guarantee shall be valid up to _____ and _____.
- c. The Bank on or before (date of expiry of the Guarantee).
- d. Every Guarantee shall be issued (regardless of the guarantee period) with a minimum claim period of one year from the date of expiry on top of the guarantee period so as to avail benefit of Exception 3 of the Clause 28 of the Indian Contract Act, 1872. In other words, the Bank issuing such guarantee will not be liable under such guarantee to the beneficiary after the expiry of the claim period of one year, regardless of period of limitation under the Limitation Act, 1963. Commission of the claim period also be charged to the customer.

Or

If a Bank Guarantee is issued with a claim period of less than one year on top of the Guarantee period, then such guarantee will NOT have the benefit of Exception 3 of the Clause 28 of the Indian Contract Act, 1872. In other words, the Bank issuing such guarantee could stand exposed to period of limitation under the limitation Act, 1963, which period is 30 years when the Government is the guarantee beneficiary and 3 years when any other party is the guarantee beneficiary.

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

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

91. Annexure-L: Format A - Compliance Agreement

We communicate our unconditional acceptance to the following terms and conditions of RFP XX2019

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. XX2019 for **Migration of PCs running MS Windows 7 to MS Windows 10**.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule and cancel the RFP.
11. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

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

Name:

Stamp:

Date:

Designation:

Place: Pune

Organization:

Signature:

92. Annexure-M: Non-Disclosure Agreement

(On stamp paper of relevant value)

This Non-Disclosure Agreement is made and entered into at this ___ day of ___ 2019

BY AND BETWEEN Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 and authorised to carry on Business of banking under the Banking Regulation Act, 1976 and having its registered office at Lokmangal, 1501, Shivajinagar, Pune 411005 hereinafter referred as "the Purchaser/Bank" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and (Name of System Integrator) of (please specify the registered office of the (System Integrator) (hereinafter called "the System Integrator/Contractor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

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

WHEREAS, Bank called for **Migration of PCs running MS Windows 7 to MS Windows 10** at various locations across the country. M/s after going through the Bid Documents and being interested to act as System Integrator/Service provider for **Migration of PCs running MS Windows 7 to MS Windows 10** at various locations across the country, 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 termination/expiry of the agreement.

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

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

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

Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the System Integrator/Service Provider/bidder's personnel to be present on premises of Bank or may require the System Integrator/Service Provider/bidder's personnel to have access to computer networks and databases of Bank while on

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

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

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

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

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

The provisions hereunder shall survive termination of the Contract.

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

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

93. Annexure-N: Eligibility Evaluation

SI	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
1.	The bidder should be in existence for a minimum period of five years. Since 30.09.2014		
2.	The bidder should be a manufacturer of PCs or an authorised channel partner/ authorized dealer for PCs during the last 2 years. Since 30.09.2017		
3.	The bidder should be a authorised reseller of Microsoft and are duly authorized to supply Microsoft products. A copy of the necessary Certification to be enclosed from Microsoft along with Technical Bid		
4.	The Bidder should have executed contracts for supply, installation and commissioning of a minimum of 2000 Personal Computers to public/ private sector banks/ government undertakings during the last two years. Copies of Major Contracts executed/ Reference Letters should be enclosed.		
5.	The Annual Sales Turnover shall not be less than Rs.10 Crores each for the last 3 years(i.e. 2016-17, 2017-18, 2018-19).		
6.	The net worth of the Company shall not be less than Rs.1.00 Crore each for the last three years. (i.e. 2016-17, 2017-18, 2018-19)		
7.	The company shall be earning profits in at least two out of last three years. (i.e. 2016-17, 2017-18, 2018-19)		
8.	The company shall be having offices at Pune and major/ metro locations all over the country or the company shall be able to provide their services all over the country, either directly or through their authorised representatives.		
9.	The bidder must not have been black listed by any Government organization or Govt. agency or Banks in India. (A self-declaration signed by the authorized Signatory to be enclosed).		
10.	The bidder should be ISO 9001 or equivalent certified		

94. Annexure-O: Pre Contract Integrity Pact

1. General:

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

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

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

NOW, THEREFORE,

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

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

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

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

2. Commitments of the BUYER:

- a. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
- b. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
- c. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- d. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to

be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. COMMITMENTS of BIDDERS

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

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

alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

- m. The term 'relative; for this purpose would be as defined in Section 2(77) of The Companies Act 2013.
- n. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- a. While submitting commercial bid, the BIDDER shall deposit an amount Rs.25 lakhs (*to be specified in RFP*) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
- b. Bank Draft or Pay Order in Favour of **Bank of Maharashtra**
- c. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- d. Any other mode or through any other instrument (to be specified in the RFP)
- e. The Earnest Money/Security Deposit shall be valid up to a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- f. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- g. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

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

- a. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- b. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other

contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- f. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- g. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of 7 (Seven) years, which may be further extended at the discretion of the BUYER.
- h. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- i. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- j. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

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

8. Independent Monitors:

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

9. Facilitation of Investigation

In case of any allegation of violation of an provisions of this Pact or payment of commission the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts

of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions:

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

12. Validity:

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

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

BIDDER
CHIEF EXECUTIVE OFFICER
(Office Seal)

(Office Seal)

Place Pune
Date / /2019

Witness:
1 _____
(Name & Address) : _____
2 _____
(Name & Address) : _____

Witness:
1 _____
(Name & Address) : _____
2 _____
(Name & Address) : _____

95. Annexure-P: Undertaking Of Information Security

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

To
The Deputy General Manager,
Information Technology,
Bank of Maharashtra
1st Floor, Old Mumbai Pune Highway,
Morewadi, Pimpri Colony, Pimpri Chinchwad
Pune – 411034

Sir,

Sub: RFP for Migration of PCs running MS Windows 7 to MS Windows 10

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address

Email and Phone

96. Annexure-Q: 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.

Srno	Item	Document Provided <input checked="" type="checkbox"/> / <input type="checkbox"/>	Remarks
1.	Windows 10 Upgrade Licenses (Build 1903)		
2.	2 GB DDR-III RAM		
3.	Activity Plan		
4.	Draft SOP		
5.	Other Document(Specify)		

97. Annexure-R: Format for Technical Evaluation

Sl. No.	Product Required	Product Offered	Complied Yes/No.
1.	<ol style="list-style-type: none"> 1. Microsoft Windows Upgrade Licence 2. Existing License Type: OEM 3. Existing License Version: Windows 7 / Windows 8.1 4. Proposed License Version: Windows 10 5. Build: 1903 or Higher 6. Architecture: 32Bit / 64 Bit (Depending upon the system to be upgraded) 7. OS Media: To be provided by the bidder either in the form of USB drive or DVD. 8. Certificate of Authenticity: To be provided by the bidder at the time of license Delivery 9. 		
2.	<ol style="list-style-type: none"> 1. Ram Module 2. Single module of 2 Gigabyte 3. Type: DDR-III 4. Warranty: 3 years' lifetime warranty claimable PAN India. 		

98. Annexure-S: Guidelines, Terms & Conditions, Process Flow For E-Procurement Auction

Introduction:

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

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

a. APPLICABILITY:

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

b. ELIGIBILITY:

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

c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

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

d. TRAINING:

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

e. DATE/ TIME FOR TRAINING:

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

f. DATE/ TIME OF REVERSE AUCTION:

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

g. CONDUCT OF REVERSE AUCTION:

- i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- ii. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/ appointed/ empaneled 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 XX2019 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 XX2019 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 XX2019 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.

99. Annexure- T: Compliance Statement for Reverse Auction

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

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

Sub: RFP NO: XX2019 for Migration of PCs running MS Windows 7 to MS Windows 10 dated:

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Place:

Date:

Seal and signature of the bidder