

**RFP Reference No. 082018**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**SYSTEM INTEGRATOR FOR END TO END IMPLEMENTATION  
AND MAINTENANCE OF DIGITAL MEDIA SIGNAGE (DMS)**



**Bank of Maharashtra  
Head Office, 'Lokmangal'  
1501, Shivaji Nagar  
Pune-41005**

**Cost of RFP Document: Rs. 29,500/-**

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### **Important Clarifications:**

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

1. Bank means ' Bank of Maharashtra'
2. System Integrator means the respondent to the RFP document, also abbreviated as 'SI'.
3. RFP means the Request for Proposal document
4. DMS means Digital Media Signage which is a form of electronic display that shows text, tickers, images, animations, video, audio, and interactivity.
5. DMM means Digital Media Manager which is A Central server to Manage, schedule, and publish contents to all locations. It is further bifurcated into Media manager software and Hardware.
6. DMP means Digital Media Player which is a consumer electronics device that is capable of storing and playing digital media such as audio, images, video, documents, etc. the data is typically stored on a hard drive, micro drive or flash memory.
7. Contents mean customized designs which are displayed / played on screens including but not limiting to text, tickers, images, animations, video, audio, and interactivity.
8. FM means Facility Management
9. CBS means Core Banking Solution implemented in the Bank
10. NSI means Network System Integrator
11. System Integrator and Bank shall be collectively referred to as 'Parties'.
12. Bidder / Respondent – signifies those who purchase this tender document and submit response to it.
13. OEM means Original Equipment Manufacturer.
14. Solution Provider: System Integrator / Bidder and OEM.
15. DMS Desk means infrastructure to push, monitor and manage DMS operations through Dashboards.

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

## 1. INVITATION

This is to inform that Bank of Maharashtra intends to implement Digital Media Signage (DMS) in all branches/ offices. Hence it invites offers from reputed Solution Providers/ System Integrator for supply & installation of a dynamic communication network management system at all branches/ offices pan India.

The dynamic communication network will consist of screens which will display information pertaining to the bank's products and services, regulatory information, Foreign Exchange and Interest Rates and other useful information for the bank's patrons

This would cover the phases from supply, installation, commissioning, Integration, Implementation, content management and maintenance of the proposed DMS along with other services, training and documentation as specified by the Bank.

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

A complete set of RFP documents may be purchased by eligible bidder upon payment of a non-refundable fee of Rs.29,500/- (Rs. Twenty nine thousand five hundred only). The Demand Draft is to be drawn in favor of "Bank of Maharashtra" payable at Pune.

The copy of RFP document may be obtained from below mentioned address on all working days in person.

**The Deputy General Manager,  
Information Technology,  
Bank of Maharashtra, Head Office,  
"Lokmangal" 3<sup>rd</sup> Floor, 1501, Shivajinagar, Pune 411 005.**

The RFP document may also be downloaded from Bank's website <https://www.bankofmaharashtra.in>. The service providers downloading the RFP document from Bank's website must pay the cost of the RFP document, in a separate cover, at the time of submission of the bids. **In case the bidder wants to attend the Pre-Bid Meeting, the cost of RFP document has to be paid at the time of Pre-Bid Meeting.**

### **Bid Collection and Submission:**

<b>RFP Reference Number</b>	
Cost of RFP document	Rs 29,500/- (Rs Twenty nine thousand five hundred Only) (incl GST)
Earnest Money Deposit ( EMD ) amount	Rs.30,00,000/- ( Rs. Thirty Lakhs Only)
Date of commencement of sale of RFP document	13.06.2018
Last Date of Sale of RFP Document	05.07.2018 upto 14:00 hrs
Queries to be mailed by	20.06.2018 upto 18:00 hrs
Pre-Bid meeting	22.06.2018 at 11:00 hrs
Date and time for Bid Submission (Soft copy)	05.07.2018 upto 14.00 hrs

and hard copy)	
Date of Opening of Eligibility Bid and Technical Bids	05.07.2018 at 15.30 hrs
Place of opening of RFP Offers	<b>The Deputy General Manager, Information Technology, Head Office, Bank of Maharashtra, 1501, 'Lokmangal', Shivajinagar Pune-411005</b>
Address for Communication	As Above
Contact Telephone/ Fax Numbers	020 – 25614425 020 – 25614392 020 - 25614349
Email address	<a href="mailto:agmitd@mahabank.co.in">agmitd@mahabank.co.in</a> <a href="mailto:manisha.sharma@mahabank.co.in">manisha.sharma@mahabank.co.in</a> <a href="mailto:anuradha.palnitkar@mahabank.co.in">anuradha.palnitkar@mahabank.co.in</a> <a href="mailto:nishant.raai@mahabank.co.in">nishant.raai@mahabank.co.in</a>
Website	<a href="https://www.bankofmaharashtra.in">https://www.bankofmaharashtra.in</a>

**All RFP offers must accompany Earnest Money Deposit (EMD) as specified in this RFP document. The cover containing EMD amount should be handed over in a separate cover to the department.**

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

Technical Specifications, Terms and Conditions and various formats for submitting the RFP offer are described in the RFP document and its annexure.

Place: Pune

General Manager  
Information Technology  
Bank of Maharashtra  
"Lokmangal", 1501, Shivajinagar  
Pune, Maharashtra,  
India

## 2. INTRODUCTION

Bank of Maharashtra is a nationalized Bank serving the nation for over 78 years. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office, The Head Office of the Bank is at 1501, Shivajinagar, Pune – 411005

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

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

The bank proposes to invite tender from eligible SI to undertake the Digital Media Signage (DMS) solution with Hardware (Media Player and Screen) for the bank at Bank's branches & offices for its communication requirements/purposes in all facets of banking. There should be a provision to rollout the solution to any existing / new locations / offices of the Bank with item wise cost. The Vendor shall be a System Integrator (SI) providing a complete end-to-end Enterprise wide Digital Media Signage solution with requisite licenses and integrated Queue Management Solution. The SI shall provide the configuration of the Server and Operating System required for the successful implementation of the proposed solution, which will after evaluating and assessing for reasonability, be provided by the Bank. Detail functional and technical requirements of Digital Media Signage solution have been given in this document under **Annexure - 11**. The process includes supply, installation and commissioning of DMS at Central location, branch / office locations in a phased manner that will be decided by Bank from time to time.

### 2.1 Disclaimer :

This Request For Proposal document ('**RFP document**' or **RFP**) has been prepared solely for the purpose of enabling Bank of Maharashtra ('**Bank**') to select a Service Provider end to end implementation and maintenance of Digital Media Signage (DMS) including hardware.

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

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or

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

## **2.2 Information Provided**

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

Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original

## **2.3 For Respondent Only**

The RFP document is intended solely for the information of the party to whom it is issued (“the **Recipient**” or “the **Respondent**”) and no other person or organization.

## **2.4 Costs Borne by Respondents**

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

## **2.5 No Legal Relationship**

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

## **2.6 Recipient Obligation to Inform Itself**

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

## **2.7 Evaluation of Offers**

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

The issuance of RFP document is merely an invitation to offer and must not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Recipient. The Recipient acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.



## **2.8 Errors and Omissions**

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

There will be no consideration of any claim, after submission of Bids, that there is a misunderstanding with respect to the conditions imposed by the Contract.

If a Proponent finds discrepancies in, or omissions in the bid document, or is in doubt as to their meaning, the Proponent shall notify the Designated Official in the Bank, who reserves the right, for any reason to issue a written addendum/ corrigendum to Proponents at any time prior to the Bid closing. Addenda/ corrigenda issued during the RFP period shall be construed as part of RFP.

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

## **2.9 Acceptance of Terms**

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as specified in this RFP document.

### 3. RFP RESPONSE TERMS

#### 3.1 RFP Closing Date

RFP Response may be received no later than 05.07.2018 upto 14.00 hrs

#### 3.2 RFP Submission

Two (2) paper copies and one (1) electronic copy (Power Point or Microsoft XP Word and Excel, on CD) of all submissions must be supplied to Bank RFP Evaluation Team and addressed to “Bank – RFP Evaluation Team – System Integrator for End to End Implementation and Maintenance of Digital Media Signage (DMS) Solution for Bank of Maharashtra” at:

<b>Bank's address</b>
<b>The Deputy General Manager, Information Technology, Head Office, Bank of Maharashtra, 1501, Lokmangal, Shivajinagar Pune-411005</b>

#### Submission will be valid if:

- Copies of the RFP are submitted in physical form before the aforementioned closing time; and
- Response is submitted in two separate sealed envelopes with separate marking “Technical Proposal” & “Commercial Proposal”; and
- All separate copies of RFP and attachments must be provided in a **sealed** envelope or sachet; and
- Demand draft for Earnest Money Deposit (EMD) is submitted in a separate envelope.

#### Only One Submission Permitted

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

#### 3.3 Late RFP Policy

RFP received after the specified time and date will not be considered.

#### 3.4 Cost of RFP Document

Bidder has to submit demand draft for Rs. 29,500/- (Rupees Twenty Nine Thousand Five Hundred Only) issued by any scheduled commercial bank in India, in favour of the ‘Bank of Maharashtra’, payable at Pune towards cost of this RFP document. The same has to be submitted along with the bid. This is **non-refundable**. **However, if the bidder/s wish to attend the Pre-Bid Meeting, the cost of the RFP document is to be paid at the time of Pre-Bid Meeting itself.**

### **3.5 RFP Validity Period**

RFPs will remain valid and open for evaluation according to their terms for a period of at least 180 days from the time the RFP submission process closes on the deadline for lodgment of RFPs.

### **3.6 Requests for Information**

Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact person i.e.

**Deputy General Manager,  
Information Technology,  
Head Office,  
Bank of Maharashtra,  
“Lokmangal”, 1501, Shivajinagar,  
Pune, Maharashtra, India**

All questions relating to the RFP, technical or otherwise, must be in writing only to the Nominated Point of Contact.

Bank will not answer any communication initiated by Respondents later than five business days prior to the due date for lodgment of RFPs. However, Bank may in its absolute discretion seek, but is under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their contact number/email address(es) as responses to queries will only be provided to the Respondent via email.

If Bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

Bank, if required, may negotiate with L1 bidder even after the RFP is closed.

### **3.7 Notification**

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

### **3.8 Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

#### **4. PURPOSE OF RFP**

Bank of Maharashtra is a nationalized Bank serving the nation for over 78 years. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office, The Head Office of the Bank is at 'Lokmangal', 1501, Shivajinagar, Pune, Maharashtra. The Bank intends to issue this bid document, hereinafter called RFP, to eligible System Integrators, hereafter called as 'SIs' or 'SI', to participate in the competitive bidding for appointment of SI for implementation and maintenance of DMS.

The Bank, for this purpose, invites proposal from System Integrators (SIs) for primarily undertaking inter- alia the activities as mentioned in the RFP document, for the Bank in respect of implementing and maintaining the end-to-end DMS solution:-

The proposed solution should be scalable so as to support legacy applications, if any, used by Bank or the Bank may go in for up-gradation, at a later date.

#### **5. DETAILED SCOPE OF WORK**

The broad project scope includes having a single point reference to a bidder for all issues related to implementation and maintenance of the proposed DMS. The Following are the broad activities SI should perform:

The Bank is having a Wide Area Network (WAN) connecting about 1800+ locations presently. The applications in the proposed solution will use the Bank's existing network, however, the system should have the capability for usage through Broadband, if required. Bank proposes to implement DMS which has capability to distribute and manage content over IP network to multiple screens installed in the branches / offices for running various advertisements, messages, product information, tickers etc. for customers as well as for employees. Since both the solutions will ride on Bank's network and sensitive to Quality of Services (QoS) optimization for successful running of DMS, Bank therefore intends the SI to possess the networking skills using routers and switches.

The entire Digital Media Signage Solution should comprise of the minimum following components:

1. Hardware components including Displays Screens (LED – 49” or above.), Media Players, Enclosures & Mounting accessories, associated cables, splitters (if any), TV controllers.
2. Software components including player software, administration software & operating system. These all Software components should be Licensed Software
3. Services including installation, after sales support, network administration, content management & content re-purposing.
4. The system should have centralized monitoring and administrative setup for managing and operating various DMS services from centralized location.

The selected SI will take total responsibility for providing end-to-end DMS solution, its maintenance, and management.

**a) Delivery**

- i. The SI to coordinate with the respective Branch Office/ Zonal Office/ Administrative Office in respect of all the works relating to this RFP.
- ii. The SI is responsible for supply and delivery, transportation, transit insurance, storage and installation, insurance up to acceptance (i.e. installation & working satisfactorily by the Bank), installation and commissioning of DMS Equipment as per the bill of material (BOM) at sites including integration, acceptance testing, documentation, warranty, annual maintenance.
- iii. Any delay in acceptance and/or submission of installation report to the Bank of the equipment for whatsoever reasons should not entail in expiry of insurance and the same should be continued to be extended up to the submission of installation report to the Bank (Plus 45 days). In case of any further delay on the part of SI in installation and commissioning of the DMS, it should be ensured that the insurance cover is available for the required period.
- iv. The SI will configure and install LED Displays with External media players at branch/office locations as decided by Bank from time to time.
- v. The SI shall be responsible for installation and commissioning of cabling and other related activities such as unpacking, uncarting, inspection etc.
- vi. During the installation the SI shall check physical availability of items as per the packing list. If any of the items are not delivered/not as per the specification/ are damaged etc., the SI or their engineer/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered. The SI shall have to arrange for all testing equipment and tools required for installation, maintenance and also arrange the vehicle for transport at no additional cost to the Bank.
- vii. Damaged in Transit (LED Display Unit and/or Media Player) should be recorded in the Field Call Report as "Box Opened, Damaged Display/Media Player Found" and reported to Bank's Head Office, IT Dept.
  - a) Damaged in Transit Units shall be replaced with New Unit with same make & model.
  - b) In case of model changes, the same should be replaced with similar or higher make & model with prior approval & POI at no extra cost to the Bank.
  - c) 'No repaired units is to be supplied', if found so "No payment will be released".
- viii. All the cabling done for the DMS Equipment shall be neat and structured. Power and telecommunications cabling carrying data or supporting DMS services should be protected from interception or damage. DMS SI should follow stringent guidelines and best industry practices to protect the system from unauthorized access and wiretapping and ensure aesthetic consideration of this area of installation.
- ix. The SI shall ascertain the network addressing from the Bank and the free ports/interface points available at all locations before installation. The vendor will integrate the digital media player with the WAN of Branch/Office.
- x. In case damage of the Bank's property during DMS delivery and installation which is attributable to the SI, SI has to replace the damaged property at his own cost within the time given by the Bank.

**b) Installation, Integration & Maintenance**

The SI shall operationalize DMS solution in the all locations as decided by Bank, in a phased manner, in close co- ordination with Marketing/ Publicity & IT team of the Bank.

- i. The SI shall integrate the Digital Media Player with the IP network of Branch / office and will supply the cables and other networking equipment's for the same within the project cost.
- ii. The SI shall co-ordinate with the Branch officials at branch / office in finalizing TV location, power supply, network point etc.
- iii. The SI shall ensure that the operating system is hardened to block the services which are not required.
- iv. The SI shall adhere to the service level specified in the RFP for the maintenance of equipment supplied by the bidder.
- v. In case of shifting of the branch, premises. location or to any other branch/office, SI will arrange to decommission all the equipment, shift the equipment, re-install and re configure at the new location within 3 working days (excluding the actual time of transportation) after receiving the instruction in this regard without any additional cost to the Bank. Bank will either arrange for transportation or reimburse the actual cost incurred for shifting the equipment. The SI should be able to remotely configure, maintain and manage DMS hardware, software (DMS server& software, DMPs and LED Displays.) and will make the system available to branch/ office locations.
- vi. The SI will remotely monitor the whole system centrally for working of the systems, monitoring & resolving errors if any, successful pushing of the contents to all DMPs as per the decided contents etc.
- vii. During the contract period, the SI will apply patches and upgraded version of the software/utility/tools (whenever released, within 30 days of its release) from time to time without any additional cost to the Bank.
- viii. The SI will provide onsite facility management through onsite support engineer to take care of the solution i.e. content aggregation, content formatting, content uploading, problem resolution and monitor the live health of the player's, server's, LED's etc.
- ix. The SI will provide onsite support engineer from 10.00 AM to 6.00 PM (Monday to Saturday) at the central location at Head Office or any other office that would be specified. The timing of the support engineer can be staggered as per the requirement of the Bank.
- x. The SI will make multiple groups of the DMPs for content display at various locations as per Bank's requirement. Different contents should be displayed at these different groups. The contents may be in different languages. The contents in various languages should be displayed at locations as per the need of the Bank.
- xi. The SI will provide the Remote Management Facilities of the DMPs to have centralized Content Adds, Moves & Changes etc.
- xii. Bank will provide digital media content. Sufficient understanding of graphics, image, audio, video editing software is expected from the onsite support engineer.
- xiii. The SI will convert digital media content into DMS applicable formats by editing the content, formatting the content, inserting text, images, audio, video and/or other graphics contents etc.
- xiv. The SI will create dynamic playlists using scripts, messages, videos, flash, or static images using easy-to-use, web-based interface. All dynamic contents (like webpage, RSS feeds etc.) included in the playlist (along with static content) should either run directly from the original data source or refresh the data as per the refresh rate defined

- for the dynamic contents (both the options should be configurable through admin module).
- xv. The SI will create the playlist of the contents to be displayed and upload the same in Digital Media Signage Solution. The uploaded playlist will be available at verifier/authorizer's login (Bank Authorizer). Verifier/Authorizer should be able to preview the playlist and check other details of playlist (like location, schedule etc.). Upon approval/authorization, the playlist will be published in DMS as per defined location, priority and schedule.
  - xvi. DMS or DMP should follow the LIFO (Last in First Out) order to play the playlist i.e. the latest playlist should supersede all other earlier playlist which are scheduled for downloading, to be played or lying in the queue. There shall be a provision to define period of display for stills.
  - xvii. The SI will create screen layouts including full screen and zoned screen outputs using the Digital Media Designer tool.
  - xviii. The SI will schedule pushing of contents to DMPs in off-banking hour or as decided by the Bank so that branches will not face any difficulty in day-to-day operations. DMS solution must support scheduling of playlist on 24 hours format.
  - xix. The SI will pro-actively monitor entire Digital Media Signage Solution (Server, GMT, DMPs & LED Displays). In case of any problem observed or reported by the branch/office, the SI should attend & resolve the problem immediately (within 1 business day). However, if resolution of the problem required site visit, the onsite engineer will lodge the issue immediately and SI is required to arrange for site visit immediately to resolve the issue within 3 business days. Onsite support engineer placed at central location will co ordinate with site engineer and provide all the required help & support needed by them. Failing to provide support services as specified above may attract penalty as defined in this RFP.
  - xx. If the problem is related to network configuration, the SI should co-ordinate with the Network Service Provider/Bank's Network Group/ Responsible Officer available at site to resolve the same. Further, the SI should arrange the engineer at field to make necessary changes at DMPs at branch level if necessary.
  - xxi. The SI will repair/replace the equipment in case of any problem arises out of it without any additional cost to the Bank.
  - xxii. If any equipment is becoming out of order due to technical reasons, manufacturing or any product related problem for more than three times in a month or during two consecutive months, the SI should replace the equipment with a new equipment (equivalent or higher configuration) within 7-10 days' time at no additional cost to the Bank.
  - xxiii. The DMS provided by the SI should have integrated/configured Queue Management System (single or multiple) for token display with sound announcement as per the requirement of the Bank without any additional cost to the Bank (applicable throughout the contract period).
  - xxiv. The SI may require to configure the DMS to display Dynamic Contents like Currency Rate, Forex Rate, Card Rate, Interest Rates, FEDAI WAR etc. using web-services, RSS feeds, News feeds, XML or any other industry standard method as per the requirement of the Bank without any additional cost to the Bank (applicable throughout the contract period). SI is required to do necessary changes in the system within 15 days' time after receiving instruction to do so without any additional cost to the Bank.

- The option to define/configure the refresh rate (in seconds. minutes. hours, days, months etc.) of dynamic contents (content wise) should be provided in admin module.
- xxv. The proposed solution should have role based access rights like Playlist Composer/Creator. Verifier and Authorizer with read/write/modify option etc. administrative control (User creation, modification. deletion. policy based passwords management etc.)
- xxvi. The system should be highly scalable and modular architecture.
- xxvii. The usage of the system should not overload the network. Hence, the solution must support and utilize high quality but low size audio, video, text, image and/or graphics formats.
- xxviii. The solution should provide MIS reports, audit trails and logs periodically as will be set by the Bank. Some of the basic reports include:
- a) Playlist Report (Details of Playlist, Schedule Time, Upload Status etc.)
  - b) Proof of Play
  - c) Playlist - Player Wise, Region/Group Wise
  - d) Individual Files - Player Wise, Region/Group Wise
  - e) User Report (No of User & Its Details. Last Login Date. Time & IP etc.)
  - f) User Activity Report (like Playlist Creation, Verification. Authorization with Date. Time & IP etc.)
  - g) Digital media player (DMP) UP, DOWN and Network Connectivity Status (Period Wise).
  - h) LED Display ON, OFF Status/Report (Period Wise)
  - i) Audit Trails, Logs & Reports
- SI is required to develop & provide additional report as per requirement of the Bank within 30 days' time after receiving instruction in this regard without any additional cost to the Bank.
- xxix. The proposed Digital Media Signage Solution should be flexible enough to integrate the solution with any other solution (IP Based. Web based) of the Bank using any industry standard protocol as and when it is required by the Bank without any additional cost. If required, SI should be capable to integrate the system within 15-30 days' time.
- xxx. SI must provide required help & support by doing the needful to integrate/configure the proposed solution with any other solution (DMS or similar) procured by the Bank in future not limited to this contract period without any additional cost.
- xxxi. The power socket, required network point will be provided by the Bank. All the other work like mounting, configuring (including supply of high speed LAN patch cords, synced with the network adapter installed on the Digital media player, up to 2 meter in length) will be in SI's scope.
- xxxii. SI is required to provide all kind of support (AMC & Warranty and/or Onsite Support) in time-bound manner (in consultation with Bank). Delay in providing desired support services will be treated as performance deficiency and may attract penalty and other action as specified in this RFP.
- xxxiii. The SI shall be able to provide necessary interface with our existing systems if desired by the bank. The SI shall provide the complete documentation of the project.
- xxxiv. The solution should support and display the content/play list (including scrolling text announcements) in various languages (Unicode Compatible) in LIFO order.
- xxxv. The Digital Media Manager (Content Management Tool) should support industry standard Media player and Signage display.



- xxxvi. In order to improve reliability of the circuit board by protecting against dust, Iron powder, humidity etc. conformal coating on PCB should be ensured by the SI/ OEM.
- xxxvii. Sub-contracting of any activity is not allowed. However, the SI should have back to back support agreement with OEM/specialists for supplied Hardware/Software/Manpower etc.
- xxxviii. The SI shall impart necessary training and operational guidelines to branch / office staff and the core staff involved in the project.

**c) Warranty and AMC**

- i. The Products supplied by the SI shall carry minimum 36 months Comprehensive on site warranty covering total equipment from the date of acceptance (i.e. installation & successfully working). The SI shall provide 24 months onsite comprehensive AMC post the warranty period. Warranty and AMC terms & conditions shall cover the total equipment, including spare replacements along with OS, software, utility, tools etc. procured/supplied from/by the SI under this solution, 12/6 (Bank Working Time) Comprehensive Onsite Maintenance support. Warranty and AMC terms shall also cover the task of configuring/re configuring operating system, application & database, other hardware/software resources, Operating System Hardening, Loading of the other system software procured either from the SI or any other vendor, Hard Disk Partitioning, Formatting & Configuration, Performance, tuning of the solution, Loading & configuring operating system updates, antivirus, integrating with the other hardware/software procured by the bank and any other tasks related to proposed solution.
- ii. In the case of authorized/ channel partners, Warranty and AMC shall also include the cost for the back to back arrangement with OEM for maintenance of H/w, S/w and spares, providing support services, updates, if any required.
- iii. Besides general warranty support, critical support details should be furnished. The successful SI shall be agreeable to enter in to Service Level Agreement with the Bank covering Warranty & AMC terms and conditions. Besides the above, the bidder shall extend the warranty terms & conditions, if any available by default or extended by OEM, with the product from OEM.
- iv. DMS equipment supplied by the SI shall carry a free comprehensive, onsite warranty for a minimum period of Three (3) Years and AMC for next Two (2) Years from 4th year to 5" Year.
- v. This warranty shall remain valid for a minimum period of 36 (Thirty Six) months after the goods, or any portion thereof as the case may be, have been delivered to, accepted and installed at the final destination indicated in the Contract, or for minimum period of 39 (Thirty Nine) months after the date of delivery, whichever period concludes earlier (excluding the delay in installation by vendor).
- vi. During the warranty/ AMC period selected SI shall visit on his own the branches once in a quarter for preventive maintenance support.  
SI shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment and necessary repairing of the Equipment) at such intervals (minimum once in a quarter) as may be necessary from time to time to ensure that the equipment is in efficient running condition so as to ensure trouble free functioning.

- vii. Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein. During Warranty and AMC period all parts of DMS Equipment are to be covered.
- viii. The SI has to submit complete list of all reparable items along with its cost for all supplied devices/equipment.
- ix. The SI warrants that the Goods supplied under the Contract are new, unused and shall have no defect arising from design, materials or workmanship.
- x. The SI has to submit the confirmation as per **ANNEXURE-10** MANUFACTURERS AUTHORISATION FORM that for the subsequent AMC the bidder is taking the AMC support from the OEMs.
- xi. Third party warranty certificate/s should be provided to the Bank. However the responsibility of comprehensive Warranty/AMC period lies primarily with the DMS SI /vendor only.
- xii. The Bidder will provide a Single point of contact with whom the bank will coordinate for the warranty/AMC. The bank may log a call with the bidder by phone, fax, email or any other manner the bank desires.
- xiii. The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and/or malfunction of the equipment. The SI's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the SI's engineer shall make effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- xiv. In case of repair requirement of faulty/damaged/malfunctioning equipment, the SI shall provide replacement equipment (within 3 working days of diagnosis), if any equipment is out of the premises for repairs.
- xv. In case of non-delivery of contents to the identified branches through Bank's Wide Area Network due to any reason, the vendor will arrange to deliver and load the contents in the DMP player of the branch I office in two days' time (if required by the Bank). Any delay beyond two days will attract penalty as defined in this RFP. SI will not be responsible for non-delivery on account of non-availability of connectivity.

#### **d) Training**

- i. The SI will provide the complete documentation of the project.
- ii. The SI will impart necessary training and operational guidelines to branch/ office staff at the time of installation of DMP and display units and the core staff involved in the project on admin functions, without any additional cost to the Bank.
- iii. The scope of the training shall cover all aspects of the operating of the DMS Equipment. The same shall also be incorporated in the training manual/document.
- iv. The SI shall complete the training immediately on installation of the Equipment. It must include:
  - a) Operating Instruction of External Digital media player installed at Branches/Offices.
  - b) Operating instruction of LED Display installed at Branches/Offices (Functionality of Remote).
  - c) Switching ON/OFF of LED Display and Media player
  - d) General Troubleshooting of Media player, LED Display, Network etc.

#### e) Project Management

- i. The SI should designate and inform the contact details of single point of contact for the Bank.
- ii. The SI should provide details regarding Application Software, Database Design, Table Structure, and Application Programming Interface & Protocol etc. so as to give the Bank, sufficient insight on working of the application or software (whenever required).
- iii. Project completion report shall contain details of site (like Branch/Office Code, Branch/Office Name, Address, and Contact Person Name & Contact No etc.), equipment, cabling etc.
- iv. Project Completion Document should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/upgradation.
- v. All Liaison work for the successful installation of DMS Equipment including for site preparation will have to be done by the SI.

#### f) Security of the Solution

- i. Being a financial institution, Bank expects that the solutions proposed facilitate necessary security check and validation processes for ensuring fool-proof access to the systems. These security measures should be an integral part of the product.*
- ii. Multiple levels of authority: It is mandatory that the proposed solution provide multiple levels of access for users, managers, administrators etc., depending on their roles.*
- iii. Any security related issues (including various audit conducted by the Bank) reported/observed in the system is to be rectified in the top priority (within 3 working days) as a part of the vendor performance commitment during entire contract period.*

The following are the broad activities which the SI shall perform:

1. Implementation of Digital Media Signage for devices/applications as listed in **Annexure –11**. The Technical requirement of the DMS is detailed in **Annexure –11**.
2. Ensuring at least 98.00% uptime of DMS setup.
3. Implement necessary security measures for ensuring the complete security of the proposed DMS. Wherever proprietary techniques / technology or implementation are being used in the proposed solution, the vendor shall submit necessary agreement / undertaking / 'indemnity to Bank' to that effect.
4. The successful SI should sign NDA (Non-Disclosure Agreement) as format attached herewith.
5. Reporting and Escalation: Providing various levels of management reports to the Bank and implementing Escalation Matrix in order to handle facility management efficiently.
6. SI will have to provide the services for a period of Five years as per the detailed requirement given in this document.
7. Annual Maintenance Contract: Vendor is expected to maintain the equipment supplied for at least 2 years after completion of warranty period of 3 years.

8. The SI will comply with all the Outsourcing policies of Bank from time to time during the project contract with the Bank

## **6. DETAILED REQUIREMENTS**

The scope of the job is to implement, maintain end-to-end DMS solution listed in the scope along with associated hardware & network infrastructure and equipment supporting them.

- i. The Bank proposes to install Digital Signage system at around 1800 locations. The SI can propose his own solution or a ready to provide arrangement with a vendor providing such services. However, the system should be capable of supporting the locations concurrently. The Bank shall be at liberty to increase or decrease the number of branches.
- ii. SI shall provide DMS solution that can support Bank's Network Architecture.
- iii. Pushing emergency contents as and when required in case new contents available.
- iv. Solution shall be consisting of hardware, software, operating system, database, etc. as per the technical and operational specifications of the Bank. Refer DMS Technical Specification (Annexure 11).
- v. The Bank would also like the SIs to demonstrate their solution capabilities, integration services and any other innovative and creative services, which the SI can offer to supplement bank's requirements during the RFP technical evaluation & presentation process.
- vi. Bank reserves the right to bring about any changes in Requirement/Scope of this RFP and the same will be communicated to the bidder well in time so as to allow the SI to prepare their proposal.
- vii. In case the bank changes network architecture, DMS should be able to integrate accordingly.

## **7. SERVICE LEVELS**

**7.1** The SI shall abide to the Service Level Agreements mentioned in the RFP as below:

The selected SI will assume total responsibility for the fault free operation of DMS Equipment and maintenance during the warranty & AMC period for a total duration of Five years. The selected SI will accomplish preventive maintenance activities/ software, firmware upgrades on Quarterly basis and breakdown maintenance to ensure that all hardware function without defect or interruption.

The selected SI will also provide software/firmware upgrades during the warranty & AMC period without any additional cost to the Bank.

The Successful SI should commit/ maintain uptime of 98.00% per quarter during the entire solution during the contract period. Penalty for not maintaining of Uptime of 98.00% will be 1,000/- for every 0.01% deviation.

On lodgement of complaint, service should be provided and rectification of reported problem within next business day from the time of reporting the complaint. In case of failure of the selected bidder, Bank will levy a penalty of 500/- per day per unit each time for such failure.

In case any part is found defective & needs to be taken to the SI's premises/lab for repairs, the SI should either ensure the required parts is replaced or a standby equipment is

provided in place of defective equipment within 24 hours. In case of failure of the selected bidder, Bank will levy a penalty of t 1000/- per day per unit each time for such failure. However penalty charged will be subjected to a maximum of 10% of the total contract value.

The amount of penalty will be recovered from the SI from payments due to them. In case, no payments are due, the selected bidder has to remit the same within 15 days of claim from the Bank failing which the Bank shall be at liberty to invoke Bank Guarantees provided for during warranty period by the selected bidder.

However, if the DMS Equipment is down due to the reasons attributable to the Bank the SI has to submit proof for the same for not levying the penalty.

## **7.2 Connectivity**

The Media Players should work across multiple connectivity options (with appropriate hardware) which include but not limited to:

- Leased Line/ MPLS connectivity (with minimum bandwidth of 64 Kbps)
- ISDN
- V-SAT
- GPRS/ Broadband

The entire network will be hosted within the Bank's Wide Area Network (WAN). The SI has to co-ordinate with the Bank's IT Infrastructure Team to install and network the media players at the various branches locations. All the software including media player should be licensed and no freeware is to be deployed on Bank's network.

## **7.3 Services**

### **i. Digital Media Network Installation**

The bank proposes to roll out a minimum of 1800+ branches spread across the country. The SI shall install the equipments in the branches in appropriate public facing locations in consultation with the branch manager.

### **ii. After Sales Support**

The SI must provide an escalation matrix for support issues. The SI shall provide Escalation Matrix in terms of the local timings for call –logging and Approximate Response Times.

### **iii. Telephone Support**

The solution provider should have a support help-desk / call centre located across major cities within India with at least 2 telephone numbers who will respond to help and support issues from the branches or Network Operations Centre.

The SI should provide Mobile Numbers of at least 1 person in each of the following regions: North, East, West and South who can act as support partners to network issues. These personnel should provide on-site / field support activities.

## **7.4 Customization and Upgrades**

The SI should provide details of customization capabilities as per Bank's requirements.

## **8. PAYMENT TERMS**

Within Thirty (30) days of the receipt of Purchase Order from Bank, the successful SI shall furnish the performance security in the form of Bank Guarantee, issued by a Scheduled Bank in India other than Bank of Maharashtra, for 10% (ten percent) of the TCO for contract period of 5 years, valid for 63 months.

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

The scope of work is divided in different areas and the payment would be linked to delivery by the successful SI and acceptance by the Bank of each area as explained below:

All payments will be released from our office within 30 days of claim on submission of all relevant documents and proofs. The payments will be released through NEFT/ RGTS and the Selected SI has to provide necessary Bank Details like Account No , Bank's Name with Branch. IFSC Code etc. Applicable TDS if any, will be deducted at the time of releasing the payments.

### **a) On Delivery and Installation of Hardware & Software:**

Seventy (70) % of the Contract Price of the Hardware/Software/Goods (as the case may be) along with 100% applicable GST, shall be paid on successful delivery and installation of Hardware/Software/Goods and upon submission of the following documents (separate requests for release of Tax payments will not be entertained):

- i. Submission of Performance Bank Guarantee (PBG)
- ii. Submission of Non-Disclosure Agreement (NDA )
- iii. Submission of Service Level Agreement (SLA)
- iv. Submission of Copy of Delivery Instruction/Sub PO
- v. Bidder's Original Invoice (with certified Xerox copy) showing Contract No. Hardware/Software/Goods Description, Quantity, Unit Price, Total Amount, Serial Nos. of the Supplied Device, License Details of Supplied Software etc.
- vi. Original Delivery Note signed by Consignee or Acknowledgement of receipt of Hardware/Software/Goods from the Consignee with the name of the Official who has received the Hardware/Software/Goods, Designation with Employee Number and Mobile Number.
- vii. Insurance Certificate.
- viii. Manufacturer's/Bidder's Warranty Certificate (along with the copy of Back to Back Support Agreement)
- ix. SI's Factory Inspection/Testing Report/Testing Certificate issued by Testing Agency i.e. Pre Delivery Inspection Report/Certificate (POI) issued by Testing Agency.
- x. Delivery of Original Software Licenses/Software Paper Licenses (if any) at HO: IT Pune.
- xi. Installation Report (Confirming Successful Working of Hardware/Software/Goods) or Site Not Ready Report (SNR report, dated 15 days later from Delivery) signed

by Bank Officers with the name of the Official, Designation with Employee Number, Stamp of Branch/Office and Mobile Number.

**b) On Final Acceptance of Hardware & Software:**

Thirty (30) % of the Contract Price of the Hardware/Software/Goods shall be paid 30 days after successful working and upon submission of the following documents.

- i. Copy of the SI's Original Invoice (with certified Xerox copy) showing Contract No. Hardware/Software/Goods Description, Quantity, Unit Price, Total Amount, Serial Nos. of the Supplied Device, License Details of Supplied Software etc.
- ii. Installation Report (Confirming Successful Working of Hardware/Software/Goods. if not submitted while claiming 70% as stated above) signed by Bank Officers with the name of the Official, Designation with Employee Number, Stamp of Branch/Office and Mobile Number.
- iii. Acceptance/Sign-Off letter (for Proposed Solution) from the Bank for having tested and accepted the solution.

However, if for any reason, the installation and commissioning is delayed due to non readiness of infrastructure (i.e. Site Not Ready - SNR) and hence installation report/acceptance certificate cannot be issued by concerned Branch/Office, the above 30% of the supplied Hardware/Software shall be paid after 90 days, from the date of receipt of Hardware/Software/Goods at the respective locations.

In such a case, the SI shall have to produce fresh "Site Not Ready" report (dated post 90 days of previous SNR report submitted earlier) from the representatives of Bank of Maharashtra at respective locations and to undertake to install and successfully commission the equipment within 3 to 5 working days (based on location) of confirmation of readiness of site (i.e. required infrastructure) by the Bank.

This, however, does not preclude the Bank from invoking the Performance Security, if warrants, as per the terms of this RFP.

**c) Onsite Support Charges**

Payments will be released within 30 days of receipt of the claim from this office on a quarterly basis, after the end of each quarter from the start of Onsite Support and upon submission of the following documents:

- i. Copy of the Supplier's invoice with Xerox copy
- ii. Confirmation letter from the concerned group for making the payment.

**d) AMC Payment**

The invoice for AMC renewal proposal is to be submitted at our Office at least 30 days before due date for renewal of AMC, every year.

AMC shall be paid in advance in equal half-yearly instalments within thirty days of receipt of claim at the start of each half-year, after completion of warranty/ maintenance obligations of the previous year, at the rates quoted.

No separate AMC Agreement needs to be executed. However, all the systems shall be properly maintained irrespective of Non-claiming/Non-renewal of AMC by the SI in time.





## 9. ELIGIBILITY CRITERIA

To qualify for submission of the bid, each SI must meet all of the following pre-qualification criteria in their Technical Bid so as to get eligible for technical evaluation.

1. The SI may be a Government Organization/ PSU/ PSE/ Private/ Public Limited Indian Company/ Others under Indian Laws. The SI shall submit the **Certificate of Incorporation** along with the Technical Bid in respect of this requirement.
2. The SI must have minimum **5 years of relevant experience** as on 31/03/2018
3. SI should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Tendering Authority. A Self-declaration Certificate should be enclosed **(Annexure 4)**.
4. The SI should have never been blacklisted / barred/ disqualified by any regulator / statutory body. A self declaration certificate should be enclosed. **(Annexure 4)**
5. OEM should be an ISO 9000 certified organization.
6. The support centres should be available at all the locations where the Bank has Zonal Offices.
7. Should have a minimum average net sales turnover of at least Rs 50.00 cr during last three financial years from Indian Operations ( 2017-18, 2016-2017, 2015-16)
8. Should have be a profitable company (Net Profit) or have a positive net worth in last three financial years for Indian operations (2017-18, 2016-2017, 2015-16)
9. SI should have implemented Digital Signage solution in at least 3 Scheduled Commercial Banks, with implementation being undertaken across at least 500 locations or more in each Bank in India during the last three years.
10. SI should have implemented DMS solution at atleast 2500 locations in all
11. SI should provide Manufacturing Authorized Format (MAF) of OEM providing Digital Signage Solution.
12. **Adoption of Integrity Pact** : (Integrity Pact as per **Annexure 21** to be submitted on Rs. 500 Stamp Paper.)
  - 12.1. 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.
  - 12.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
  - 12.3. The Bidders shall submit signed integrity pact as per **Annexure 21** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
  - 12.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
  - 12.5. 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.

- 12.6. 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.
- 12.7. 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.
- 12.8. 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.
- 12.9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

<p><b>Shri. Nilmoni Bhakta</b>  Address - A-801, PBCL CHS Ltd.  Plot No. 3, Sector 46 A  Nerul, Navi Mumbai, 400706    Email - nilmoni.bhakta@gmail.com</p>	<p><b>Shri. Madan Lal Sharma</b>  Address - K-23, Jangpura Extention  New Delhi    Email - <a href="mailto:ml.sharma1965@yahoo.com">ml.sharma1965@yahoo.com</a></p>
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**Note:**

'Banks' means Banks in India only and does not include Cooperative banks and Regional rural banks

- The bidder needs to comply with all the eligibility criteria mentioned above. Non-compliance to any of these criteria would result in outright rejection of the bidder's proposal.
- The bidder is expected to provide proof for each of the points for eligibility evaluation.
- All credential letters / agreements should be appropriately bound, labelled and segregated in the respective areas.
- There is no restriction on the number of credentials a bidder can provide.
- Any assumptions made by the bidder's in response to this RFP will be at their own risk and cost. The Bank will not be liable for any such assumptions / representations made by the bidder. The Bank's assumptions and decision will be final.

**10. EVALUATION CRITERIA & METHODOLOGY**

A single stage two envelope bidding system shall be followed. The bidder shall submit Eligibility & Technical bid in one envelope and Financial bid in another envelope. The envelope containing Eligibility & Technical bid shall be opened and evaluated first. The

bidder needs to comply with all the pre-qualification criteria mentioned in the RFP to be evaluated for Technical Evaluation. Non-compliance to any of the mentioned criteria would result in outright rejection of the SI's proposal. Those SI's who meet technical specification shall be technically qualified and financial bids of only such technically qualified bidders shall be opened and evaluated. The lowest bidder shall be selected.

Only the Service Providers who score more than 75% (Seventy Five) marks in Technical Evaluation process will qualify for Commercial Evaluation process. Once the evaluation of technical proposals is completed, the SIs who score more than the prescribed cut-off score will only be short listed. In case, only two of the participating SIs qualify on technical criteria and reach or exceed the cut-off score of 75, then the Bank, at its sole discretion, may qualify three SIs on the basis of the top 3 scores. The commercial proposals of technically short listed SIs will be opened.

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 SIs. 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 ONE year TCO (Total Cost of Ownership) for the purpose of price comparisons given by the SI.

**Bank also reserves the right of selection of SI either by Opening of Commercial Bids of SIs (who are found eligible after evaluation of Technical Bids) or proceed with the selection of Vendor through On Line Reverse Auction.**

**The SI 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-20. 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.**

## 10.1 Eligibility Bid Evaluation Criteria

Eligibility criteria for the bidders to qualify this stage are clearly mentioned in Annexure 6 Eligibility criteria compliance to this document. System Integrators who meet these criteria would only qualify for the second stage of evaluation. The System Integrator shall also provide supporting documents as eligibility proof. All the credentials of the System Integrator necessarily need to be relevant to the Indian market.

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

## 10.2 Technical Bid Evaluation Criteria

The technical evaluation criterion would broadly involve the following major areas:

- i. Compliance to Technical requirement as in Annexure 11
- ii. Technical requirement SI's detailed work plan, proposed solution, facilities
- iii. Short listed SI's presentation and demonstration of the solution proposed.
- iv. Implementation Methodology described by the SI in Technical Bid

The list of requirements for the technical Bid has been mentioned in "Technical Proposal format" in section 11. The SI needs to achieve a cut – off score 80% marks in the technical bid evaluation to be qualified for commercial bid opening. The break-up of the scoring is mentioned in the SI scoring chart, Annexure 12.

## 10.3 Commercial Bid Evaluation Criteria

Only those SIs who have qualified after Stage 2 of Technical evaluation (As mentioned in section 9.2) will be eligible for the further participation in Commercial Bid Opening or the e-Procurement process, as the Bank may decide. The details of e- Procurement process are given in Annexure -20. **The total cost of ownership shall be calculated over the contract period of 5 years – 3 years Warranty and 2 years AMC.** At the end of 5 years, the contract shall be renegotiated as mutually agreed by both parties. The SI shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The format of commercial proposal is as per Annexure 13.

## 11. INSTRUCTION TO BIDDERS

**11.1 Two Bid System RFP:** The Technical Bid and commercial bid must be submitted at the same time in separated 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 & service information brochures shall be distinctly separated by separator sheets and the technical bid shall be submitted in an orderly and neatly bound manner**

**Bank's address**

**The Deputy General Manager,  
Information Technology,  
Head Office,  
Bank of Maharashtra,  
1501, Lokmangal, Shivajinagar  
Pune-411005**

Following three officers have been authorized to accept the RFP documents

1. Ms. Manisha Sharma, Senior Manager
2. Ms. Anuradha Palnitkar, Senior Manager
3. Mr. Nishant Rai, Manager

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

Type of Offer (Technical/Commercial)

RFP Reference Number

Due Date

Name of Bidder

**All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company. Letter of authorization from competent authority be produced along with the proposal. The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.**

**Envelope-I (Technical bid along with softcopy):**

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

**Envelope-II (Commercial Bid):**

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

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

Sealed envelope containing Technical bid should be super scribed "**Technical Bid for System Integrator for Implementation and Maintenance Of Digital Media Signage Solution**" and envelope containing Commercial Bid should be super scribed "**Commercial Bid for System Integrator for Implementation and Maintenance Of Digital Media Signage Solution**". Both the envelopes should be kept in one envelope

super scribed on top “**RFP for System Integrator for Implementation and Maintenance Of Digital Media Signage Solution**“ addressed to the Bank clearly indicating .SI’s address and contact details.

**11.2 Earnest Money Deposit:** Bidders are required to submit along with the offer a Demand Draft / BG (DD valid for three months & Bank Guarantee for six months from the date of the RFP) drawn in favor of Bank of Maharashtra , for an amount of Rs.15,00,000.00 lakh (Rupees Fifteen lakh only) towards Earnest Money Deposit (EMD). Offers made without E.M.D. will be rejected. **Bank will not pay any interest on the E.M.D.** The bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Scheduled Commercial Bank other than Bank of Maharashtra. The format of BG is enclosed. The Bid Earnest Money will be refunded to the unsuccessful bidders only after the completion of the bid process.

### **11.3 Forfeiture of Earnest Money**

The EMD will be forfeited on account of one or more of the following reasons:

- a) The Bidder withdraws his RFP before processing of the same.
- b) The Bidder withdraws or modifies the offer after opening of bid but before acceptance of “Letter of Appointment” issued by the Bank
- c) The selected bidder withdraws his RFP before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- d) When the SI does not execute the agreement if any, prescribed within the specified time.
- e) When the SI does not deposit the security money after the work order is given.
- f) When the SI fails to commence the work as per work order within the time prescribed.
- g) The bidder violates any of the provisions of the terms and conditions of this RFP specification

In case of un-successful Bidders, EMD will be released after completion of tendering process.

### **11.4 Terms & Conditions**

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

### **11.5 Non- Transferable Order**

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

**11.6 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 Conference meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach in writing or by e-mail **on or before 20/06/2018 by 18:00 hours** on the address as mentioned below. All the queries of the vendor would be addressed in the scheduled pre-bid meeting only. The clarifications given in the Pre-Bid meeting will be uploaded on the bank’s website.

**The Deputy General Manager,  
Information Technology,  
Head Office,  
Bank of Maharashtra,  
1501, Lokmangal, Shivajinagar  
Pune-411005**

Email: [agmitd@mahabank.co.in](mailto:agmitd@mahabank.co.in)  
[manisha.sharma@mahabank.co.in](mailto:manisha.sharma@mahabank.co.in)  
[anuradha.palnitkar@mahabank.co.in](mailto:anuradha.palnitkar@mahabank.co.in)  
nishant.rai@mahabank.co.in

**Only the authorized representatives of the bidders (maximum 2 persons) who have purchased the RFP Document will be allowed to attend the Pre-Bid meeting.**

#### **11.7 Opening of Offers by Bank of Maharashtra**

RFPs received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the RFP on the specified date and time as mentioned earlier in the RFP 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.**

## 12. PROPOSAL FORMAT AND SUBMISSION PROCEDURE

Each individual SI has to necessarily fulfill the eligibility criteria stipulated and the terms of two bid system should be strictly adhered to. The SIs will have to go through three stages of process viz.

Stage -1 Eligibility & Technical Assessment based on eligibility criteria and documents submitted.

Stage -2 Site visit (any existing facility/s of the Service Provider) by a team/ committee.

Stage -3 Opening of Commercial Bid.

SIs have to qualify in Stage 1 and Stage 2, to be eligible for consideration for Stage 3.

The proposal should be prepared in the following **Two Envelopes**:-

S. No.	Item
<b>A</b>	Envelope - A Technical Bid Documents duly Indexed
1	Cost of RFP (DD for Rs.29,500.00)
2	Earnest Money Deposit (DD or BG for Rs.15,00,000.00)
3	Eligibility Criteria and related supporting documents (Annexure 6)
4	Cover Letter – Technical Offer (Annexure 9)
5	Executive summary
6	Technical Compliance (Annexure 11)
7	Technical Offer Description
8	Conformity Letter (Annexure 14)
9	Conformity Letter with Deviations/ suggestions (if applicable) (Annexure 16)
10	Query Format (Annexure 15)
11	Guidelines, Terms and Conditions and Terms and flow for e-Procurement Auction
12	Any other Information as requested in the RFP
13	Manufacturer's Authorization Form (Annexure 10)
14	Performance Bank Guarantee (Annexure 17)
15	Work Experience Certificates & Project Details (Annexure 8)
16	Scoring Criteria (Annexure 12)
17	Non Disclosure Agreement (Annexure 19)
18	Compliance Agreement (Annexure 18)
19	Pre-Contract Integrity Pact (Annexure 21)
<b>B</b>	Envelope - B Commercial Proposal



### **13. DELIVERY PERIOD**

The Bank reserves the right to stagger the deliveries depending upon the readiness of sites at various locations. The SI shall inform the readiness of the DMS Equipment for the purpose of pre-shipment testing in writing well in advance.

#### **Software for solution should be delivered within 6 weeks.**

The selected vendor shall install & commission DMS Equipment, within 8 weeks for all locations from the date of delivery instructions issued by the Bank for the same including the Pre-Delivery Inspection. Wherever road permits are required one additional week will be provided to complete installation.

In case of delivery of Equipment to States where Road Permit is required for transportation of goods, it is the responsibility of SI to provide the same making all the arrangements required in advance. However, Bank will provide any letter, if required by the SI for carrying out the task.

### **14. TERMS AND CONDITIONS**

#### **14.1 Period of Contract**

The period of contract will be of 5 years – 3 years Warranty and 2 years AMC

#### **14.2 Liquidated Damages**

In case the SI fails to provide services as per requirement of the bank, the bank shall without prejudice to its other remedies under the contract forfeit the Initial Security Deposit either in part or full. The Bank will be the final authority to ascertain the veracity of any reason provided by the SI.

Notwithstanding the provisions of contract, the SI shall not be liable for forfeiture of its Initial Security Deposit 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.

#### **14.3 No Exit Cost**

Bank may decide to give the contract to other SI after the expiry of the contractual period, or if the contract is terminated for any reason. In such a scenario, SI has to hand over all the Bank's records to the new SI, without any extra cost.

#### **14.4 Non Payment of Professional Fees**

If any of the items/ activities in the commercial bid are not taken up by the Bank during the course of the assignment, the bank will not pay the professional fees quoted by the SI in the price bid against such activity/item.

#### **14.5 Assignment**

Neither the contract nor any rights under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the SI, and any such attempted sale, lease, assignment or otherwise/ transfer shall be void and of no effect without the advance written consent of the bank.

#### **14.6 Adherence to Terms and Conditions**

The SIs who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

#### **14.7 Execution of SLA/NDA**

The SI 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 SI should execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order.

#### **14.8 Bank reserves the right to**

- Reject any and all responses received in response to the RFP
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time
- Extend the time for submission of all proposals
- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.

#### **14.9 Professionalism:**

The SI should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

#### **14.10 Adherence to Standards:**

The SI should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities

1. The Bank reserves the right to conduct an audit/ongoing audit of the services provided by the Service Provider. As per RBI guidelines, Bank shall be at liberty to share the agreement or the information as provided by the SI to RBI or any other regulatory / statutory authority and also access to the books of account of the SIs.
2. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.
3. EXPENSES: It may be noted that Bank will not pay travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses. The price quoted should be all inclusive prices inclusive of expenses but exclusive of taxes and surcharges which will be billed on actuals.
4. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

#### **14.11 Authorized Signatory:**

The selected SI shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

The selected SI shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Bank Secretary, authorizing an official or Officials or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

#### **14.12 Applicable Law and Jurisdiction Of Court:**

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Pune .

#### **14.13 Cancellation of Contract and Compensation:**

The Bank reserves the right to cancel the contract of the selected SI and recover expenditure incurred by the Bank on the following circumstances:

- The selected SI commits a breach of any of the terms and conditions of the bid/contract.
- The SI goes into liquidation voluntarily or otherwise.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected SI does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected SI is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected SI from any amount outstanding to the credit of the selected SI, including the pending bills and/or invoking Bank Guarantee, forfeiture of EMD amount, if any, under this contract or any other contract/order.

#### **14.14 Subcontracting**

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

#### **14.15 Non Disclosure Agreement**

The bidder shall hold all information about this RFP 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 on a need to know basis and advise those persons of their obligations hereunder with respect to such information:

- a) to use the information only as needed for the purpose solely related to this project.

b) 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 delivery of services as specified in the scope of the work of this document and violation if any 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 RFP process of the bank.

Any information considered sensitive must be protected by the vendor from unauthorized disclosure or access. This clause will survive the expiration/ termination of the contract.

#### **14.16 Indemnity**

Bidder shall indemnify, protect and save Bank of Maharashtra against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc., or all information that the Bank could consider as "Confidential Information" or such other statutory infringements in respect of all the hardware/software/network equipment etc., supplied/ used by the bidder to perform the contract. Bidder shall also indemnify the bank for any loss, damages etc., caused to the bank by any act of commission or omission of the bidder. The bidder shall indemnify bank, it's officials, Director, Employees etc. against any claim of third party (Including attorney fees).

#### **14.17 Bank Guarantee**

Within 15 (fifteen) days (inclusive of holidays) of date of Commencement & Acceptance, the successful Bidder shall furnish a bank guarantee for a period of 63 months from the date of acceptance to the Bank. Bank Guarantee for an amount of 10% of TCO should be submitted. The bank guarantees issued by any scheduled commercial bank other than Bank of Maharashtra is acceptable to the Bank.

#### **14.18 Resolution of Disputes**

Bank and the SI shall make every effort to resolve amicably, by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

If within thirty days from the commencement of such informal negotiations, the Bank and the SI have been unable to resolve amicably a contract dispute; the same may be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by sole Arbitrator to be nominated by the Bank. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Pune.

#### **14.19 Force Majeure**

The SI shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the control of the SI and not involving the SI's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.

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

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

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

## **15. Rules for Responding to this Tender Document**

- 15.1 All responses should be in English language. All responses by the System Integrator to this tender document shall be binding on such SI for a period of 180 days after opening of the commercial bids
- 15.2 The technical bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the SI would have the choice to maintain the bid security with the Bank or to withdraw the bid and obtain the security provided.
- 15.3 The SI may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the SI subsequent to the closing date and time for submission of the offers.
- 15.4 The SI is required to quote for all the components/services mentioned in the document and all other requirements of this RFP. In case the SI does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 15.5 The offer should specify only a single product for the DMS and for each of the components required as a part of solution implementation, which is cost-effective and meeting the tender document specifications. It is the responsibility of the SI to provide the best suitable solution. However, bidder should not offer more than one product for the entire solution or any component of the solution.
- 15.6 For example, Product A & Product B both offer DMS solution; a bidder should offer either Product A or Product B. And if the solution requires any another component provided by Product X & Product Y, the bidder may choose to offer only Product X or only Product Y. This means a bidder's offer may cover Product A or Product B (not both) for DMS solution and Product X or Product Y (not both).
- 15.7 In the event the SI has not quoted for any mandatory or optional items as required by the Bank and forming a part of the tender document circulated to the SI's and responded to by the SI, the same will be deemed to be provided by the SI at no extra cost to the Bank.
- 15.8 In the event optional prices (if requested in RFP) are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor shall be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the vendor. The same item has to be supplied by the vendor free of cost.

- 15.9 The Bank is not responsible for any assumptions or judgments made by the SI for proposing and implementing solution. The Bank's interpretation will be final.
- 15.10 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the SI and responded by the SI have been quoted for by the SI, and there will be no extra cost associated with the same in case the SI has not quoted for the same.
- 15.11 In the event the Bank has not asked for any quotes for alternative prices, and the SI furnishes the alternative price in the SI's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- 15.12 In the event optional prices (if requested in RFP are not quoted by the SI, for items where such prices are must and required to be quoted for, the highest price quoted by any of the participating SI shall be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation. The same item has to be supplied by the SI free of cost.
- 15.13 The SI at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for Solution readiness and availability etc. as mentioned in the tender document circulated by the Bank. SI shall be fully responsible for deviations to the terms & conditions, Solution readiness etc. as proposed in the tender document
- 15.14 Price Bids (through sealed commercial bids or e-procurement process, as per Bank's discretion)
- 15.15 The SI is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered. The date for e-procurement would be communicated separately to the successful SI post the completion of the eligibility and technical evaluation.
- 15.16 The prices and other terms offered by SIs must be firm for an acceptance period of 180 days from the date of e-procurement process.
- 15.17 The prices quoted by the SI shall excludes all costs such as, taxes, levies, cess, excise and custom duties, GST etc which will be paid as actuals.
- 15.18 If the SI makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
- 15.19 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected SI shall be final and binding on the SI and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the SI should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the

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

- 15.20 The Bank will consider the Total Cost of Ownership (TCO) over a five-year period starting from date of acceptance of the Solution. The optional (if requested in RFP) items would also be considered in the TCO.
- 15.21 Comprehensive charges must be quoted, on yearly basis, after taking due consideration for the requirements and support period and providing the adequate benefit to the Bank.
- 15.22 The Bank, may decide to choose to avail the optional items at any point during the contract on the same cost.
- 15.23 For comparison purposes the Bank will consider the Optional (if requested in RFP) Items as well.
- 15.24 The Price offer shall be on a fixed price basis and should be inclusive all taxes, duties and levies and exclusive of GST.
- 15.25 The SI must provide and quote for all the services as desired by the Bank as mentioned in this tender document.
- 15.26 The Solution will be deemed accepted only when all the functionalities as per the Scope are provided, commissioned and accepted by the Bank or the Bank appointed Consultant. The UAT shall be signed off between the Bank and the Successful Bidder.
- 15.27 Responses to this tender document should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a SI shall not result in any claim whatsoever against the bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 15.28 By submitting a proposal, the SI agrees to promptly contract with the Bank for any work awarded to the SI. Failure on the part of the awarded SI to execute a valid contract with the Bank will relieve the Bank of any obligation to the SI, and a different SI may be selected.
- 15.29 Any additional or different terms and conditions proposed by the SI would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 15.30 The SI must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the SI's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document ) due to the SI's inability to meet the established delivery dates, that SI shall be responsible for any re- procurement costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for



procuring similar deliverables and services or is limited to 10% on the total cost whichever is higher.

- 15.31 The SI represents that the proposed Solution and its documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority.
- 15.32 The SI further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the proposed solution. The SI represents and undertakes to obtain and maintain validity throughout the contract, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the SI for performance of the obligations of the SI. The SI further undertakes to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the SI.
- 15.33 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the SI. The Bank shall not be responsible for any judgments made by the SI with respect to any aspect of the Service. The SI shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for Solution availability etc. as mentioned in this tender document.
- 15.34 The Bank and the SI covenants and represents to the other Party the following:

It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by such Party: Will not violate or contravene any provision of its documents of incorporation;

Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

- 15.35 The SI undertakes to provide appropriate human as well as other resources required, to provide the requirement for Bank's DMS Center as part of the contract, from time to time.
- 15.36 The Bank would not return the bid documents to the SI's
- 15.37 The Bank shall not be held liable for costs incurred during any negotiations on proposals or proposed contracts or for any work performed in connection therewith.

## **16. Changes to the Tender Document**

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

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

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

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

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

and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.

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

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

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. The Bank may treat the offers not adhering to these guidelines as unacceptable.

SI presentation – Bidders are requested to be prepared to make presentations and arrange for reference site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date for submissions of bids. The Bank will communicate a date and time to the SI any time after the last date for submission of bids.

Details of Sub-contracts, as applicable – If required by the Bank, SIs should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the SI, the SI shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the SI to perform its obligations. The SI shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the SI shall submit the clarification within 3 days from the day it was conveyed to the SI regarding the same.

The solution will not be accepted as complete if any facility /service as required is not available or not up to the standards projected by SI in their response and the requirement of this tender.

There will be an acceptance inspection by the Bank or its nominated consultants for the Solution. In case of discrepancy in facilities /services provided, the Bank reserves the right to cancel the entire purchase contract. The inspection will be arranged by the SI at the sites in the presence of the officials of the Bank and / or its consultants. The contract

Tenure for the Solution will commence after acceptance of the Solution by the Bank. The Bank will accept the solution on satisfactory completion of the above inspection. The Installation cum Acceptance Test & Check certificates jointly signed by SI's representative and Bank's official or any consultant / auditor appointed by the Bank should be received at IT Department, Head Office, Pune along with invoice etc. for scrutiny before taking up the request for consideration of payment.

The SI is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The SI shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. SI shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by SI and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the SI, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of SI shall be paid by SI alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of SI's employee, agents, contractors, and subcontractors. The SI shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the SI would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

The Bank shall inform the SI all breaches and claims of indemnification and shall grant the SI sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the SI). The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the SI and SI shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.

In respect of demands levied by the Bank on the SI towards breaches, claims, etc. the Bank shall provide the SI with details of such demand levied by the Bank.

For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the SI to its employees, its agents, contractors and sub-contractors."

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 the bank arising out of claims made by its customers and/or regulatory authorities.

The Bank will scrutinize the technical bill of material and conformity to the requirements as specified in the RFP. As part of this process the Bank will try and normalize to the extent possible technical requirements and comparisons to the extent possible between vendors. In the event of major deviations in the technical bids submitted by the SI the Bank may choose to provide for a re-pricing option to all the technically short-listed SI's. The SI agrees that it has no reservations with this process

**ANNEXURE – 1**

**SYSTEM INTEGRATORS'S PROPOSAL LETTER**

[Location, Date]

REF:

To

The General Manager  
Information Technology,  
Bank of Maharashtra  
"Lokmangal", 1501, Shivajinagar  
Pune, Maharashtra, India

Dear Sirs,

We, the undersigned, offer to provide the services to Bank of Maharashtra in accordance with your Invitation for RFP dated [Insert Date].

We are hereby submitting our response to your RFP invitation with all the desired information and documents.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**ANNEXURE - 2**

**SYSTEM INTEGRATOR'S AUTHORIZATION CERTIFICATE**

To,  
The General Manager  
Information Technology,  
Bank of Maharashtra,  
"Lokmangal", 1501, Shivajinagar  
Pune, Maharashtra, India

<System Intefrator's Name> \_\_\_\_\_,  
<Designation> \_\_\_\_\_ is hereby authorised to sign  
relevant documents on behalf of the company in dealing with RFP of reference  
<RFP No. & Date> \_\_\_\_\_. He is also authorised  
to attend meetings & submit technical & commercial information as may be  
required by you in the course of processing above said RFP.

Thanking you,

Authorised Signatory

\_\_\_\_\_

<Company Name>

Seal

## DISCLOSURE ON CONFLICTING ACTIVITIES

REF:

To

The General Manager  
Information Technology,  
Bank of Maharashtra  
"Lokmangal", 1501, Shivajinagar  
Pune, Maharashtra, India

Dear Sirs:

We hereby declare that our firm, our associate / group firm are not indulged in any such activities which can be termed as the conflicting activities as mentioned in the concerned RFP document. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by Bank of Maharashtra which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

To

The General Manager  
Information Technology,  
Bank of Maharashtra  
"Lokmangal", 1501, Shivajinagar  
Pune, Maharashtra, India

In response to the RFP No \_\_\_\_\_ dtd \_\_\_\_\_ as owner/  
partner/ Director of \_\_\_\_\_ I/  
we hereby declare that our agency \_\_\_\_\_

1. is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.
2. has never been blacklisted/ barred/ disqualified by any regulatory/ statutory body.

We are aware that if any of the above mentioned information is found to be incorrect, the contract if awarded, will be terminated.

Name of the Bidder : \_\_\_\_\_

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

Seal of the Company : \_\_\_\_\_

**ANNEXURE – 5**

**DETAILS OF SYSTEM INTEGRATOR**



Particulars to be provided by the System Integrator in the technical proposal –  
RFP no. -----

No	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution  Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
14	Mailing address of the bidder	
25 3 4	5Names and designations of the persons authorized to make commitments to the Bank	8
16	Telephone and fax numbers of contact persons	
17	E-mail addresses of contact persons	
28 3	4Details of :  5Description of business and business background  6Service Profile & client profile  7Domestic & International presence	9
109 11	12Gross revenue of the bidder (not of the group)  13Year 2017-18  14Year 2016-17  15Year 2015-16	

**Declaration:**

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

2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Seal & Signature of the System Integrator

Place:

Date:

**ANNEXURE - 6**

**COMPLIANCE TO ELIGIBILITY CRITERIA**

SNo	Eligibility Criteria	Documents Required	Complied (Yes/No)
1	Bidder should be a Government Organization/ PSU/ PSE/ Private/ Public Limited Indian Company/ Others under Indian Laws. The SI shall submit the <b>Certificate of Incorporation</b> along with the Bid in respect of this requirement.	Partnership Firm – Certified Copy of Partnership Deed Limited Company – Certified copy of Certificate of Incorporations and Commencement of Business Reference of Act/ Notification For other eligible entities – Applicable Documents	
2	Bidder should have minimum <b>5 years of relevant experience</b> as on 31/03/2018	Partnership Firm – Certified Copy of Partnership Deed Limited Company – Certified copy of Certificate of Incorporations and Commencement of Business Reference of Act/ Notification For other eligible entities – Applicable Documents	
3	Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Tendering Authority.	Self – Declaration (Annexure – 4)	
4	Bidder should have never been blacklisted / barred/ disqualified by any regulator / statutory body.	Self – Declaration (Annexure – 4)	
5	OEM should be an ISO 9000 certified organization.	Copy of the Certificate	
6	Bidder should have presence/support Centre/office at all the cities where the Bank has its Zonal Offices (List enclosed as per Annexure 22)	Centre Address and contact details to be attached along with undertaking	
7	Bidder should have a minimum average net sales turnover of at least Rs 50.00 cr during last three financial years from Indian Operations (2017-18, 2016-2017, 2015-16)	Copy of Audited Balance Sheet and P/L statement for the financial years 2017-18, 2016-17, 2015-16	
8	Bidder should be a profitable company (Net Profit) or have a positive net worth in last three financial years for Indian operations (2017-18, 2016-2017,	Copy of Audited Balance Sheet and P/L statement for the financial years 2017-18, 2016-17, 2015-16	

	2015-16)		
<b>9</b>	Bidder should have implemented Digital Signage solution in at least 3 Scheduled Commercial Banks, with implementation being undertaken across at least 500 locations or more in atleast one Bank in India during the last three years.	Project Details to be submitted as per Annexure – 8. Details are MANDATORY and to be included in Technical Bid. Without the required details, the Bid is liable to be rejected. SI is required to submit the letter from the clients about the experience in the relevant area, period of implementation, number of locations and successful implementation	
<b>10</b>	Bidder should have implemented DMS solution at atleast 2500 locations in all	List of Client-wise number of locations	
<b>11</b>	Bidder should submit Manufacturing Authorized Format (MAF) of OEM providing Digital Signage Solution.	MAF letter Annexure – 10	

**ANNEXURE – 7**

**FINANCIAL DETAILS AS PER AUDITED ACCOUNTS**

Years	FY 2015-16	FY 2016-17	FY 2017-18	Average Turnover
-------	------------	------------	------------	------------------

	Total	From DMS Services	Total	From DMS Services	Total	From DMS Services	Total	From DMS Services
Turnover (Rs in Crores)								
Net Profit (Rs in Crores)								

**Note:**

The SI should submit copies of Audited Accounts Statements

The SI should submit a certificate from their Chartered Accountant confirming the annual turnover and net profit from DMS services mentioned above

Signature:

Name:

Designation:

Seal:

**ANNEXURE - 8**

**PROJECT DETAILS - WORK EXPERIENCE CERTIFICATE**

Name of the firm: \_\_\_\_\_

S.	Name of Scheduled Commercial	Start	Valid till	No. of	No. of
----	------------------------------	-------	------------	--------	--------

No .	Banks for whom the Service Provider is providing Digital Media Signage Service	Date		years served	locations
1					
2					
3					
4					
	Total				

\* Service Provider should produce copies of valid agreements as documentary evidence for abovementioned information.

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

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

Signature of the Service Provider: \_\_\_\_\_

Apart from the above, client-wise Project Details (summary) should be submitted covering following points –

1. Name of the Client
2. Number of Branches
3. Nature of Project
4. Scope of Project
5. List of Locations
6. Project Deliverables
7. Architecture of the solution implemented
8. Date of award of Contract
9. Date of commencement of the Project
10. Date of successful commissioning of the Project (Pilot/ Live)
11. Name of the person who can be referred to from the Client's side, with Name, Designation, Postal Address, Contact Phone, E-mail Id etc (Attach copies of purchase orders)
12. Experience certificate from the respective companies to be attached

## **ANNEXURE - 9**

### **COVER LETTER – TECHNICAL OFFER**

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

To

The General Manager  
Information Technology,  
Bank of Maharashtra  
"Lokmangal", 1501, Shivajinagar  
Pune, Maharashtra, India

Dear Sir,

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

Dated this.....by .....20

Authorized Signatory

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

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

**ANNEXURE - 10**

**MANUFACTURER'S AUTHORIZATION FORM (MAF)**

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

To



The General Manager  
Information Technology,  
Bank of Maharashtra  
"Lokmangal", 1501, Shivajinagar  
Pune, Maharashtra, India

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 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 the above firm is not able to  
perform the obligations as per contract during the period of contract, as Original  
Equipment Manufacturer, we are liable to provide the services as per the terms of  
contract.

Yours faithfully,

(Name)

for and on behalf of

M/s

(Name of manufactures)

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

## **ANNEXURE - 11**

### **SYSTEM INTEGRATOR'S COMPLIANCE TO TECHNICAL REQUIREMENTS**

Name of the Service Provider:

#### **A. DIGITAL DISPLAY UNITS (LED)**

**Bidder has to make compliance mandatory with the specifications as mentioned below**

<b>SNo</b>	<b>Features</b>	<b>Specification</b>	<b>Compliance (Yes/ No)</b>
1	General	49” and above commercial LED display unit (Sony, Samsung/ LG/ Panasonic/ HITACHI/TCL) which is capable of receiving inputs from external media player equipment through HDMI cable and giving digital quality picture.  Support Requirement 12*6 (Day Time)	
2	Naïve Resolution	1080p (1920x1080) or higher @ 60Hz or higher	
3	Resolution Supported	Full HD support – 1080p	
4	Brightness	300 cd/m2 or better	
5	PC inputs	VGA/ DVI/ HDMI  Nos – 2 HDMI, RJ45 (10/100/1000)Mbps, 2 USB (one should be USB 3.0)	
6	Contrast Ratio	Minimum Native Contrast Ratio – 1100:1 if IPS panel and 3500:1 if VA panel or above. Dynamic contrast ratio will not be considered. Panel can be IPS or VA	
7	Video Inputs	HDMI/ DVI/ VGA/ USB	
8	Viewing Angle (H/V)	178/178 Degrees	
9	Speaker	Inbuilt Speaker/ Mounted on LED – 2*10W  (Speaker should be included as a part of the solution)	
10	Response Time (G-to-G)	10ms or better  <i>(Small variation may be acceptable after inspecting the supplied device. However the sole discretion to accept or reject will be with the Bank)</i>	
11	Power Consumption (Max)	200 W or lower. Minimum 3 Star rating in power consumption	
12	Power Consumption (Stand by)	1 W or lower	
13	MTBF	50,0000 hours or more	
14	Power Supply	AC 200-250 V, 50/60 Hz	
15	Controls for local	RS 232C control (input)	

	configuration		
16	General	Centrally Manage (On/ Off)	
17	General	Direct USB play with facility to attach & play image & video content directly from USB Pen Drive, Digital Camera and/or Digital Camcorder	
18	Certifications	Energy Star 6.0 BIS Certified CE, UL and FCC Certified	

## B. DIGITAL MEDIA PLAYER

### Technical Specifications

**Bidder has to make compliance mandatory with the specifications as mentioned below**

SNo	Features	Specifications	Compliance (Yes/ No)
1	Processor	Quad Core 1.5 GHz or above (Pentium or Equivalent)	
2	RAM	2 GB DD3 or above	
3	SDD	32 GB or above	
4	Flash Memory	8 GB	
5	Graphical Processing Unit	As per the requirement	
6	LAN	Integrated wireless LAN support	
7	General	HDMI Interface/ Connection for content display in LED Display Unit	

### Software Requirements and Functional Requirement

The Bidder will mark codes (A, C and N) in the Table in bidder's Response Column

Available as a standard product offering	A
Not Available but will be a customization at the Bidder's own cost	C
Not Available and will not be provided	N

SNo	Requirement	Bidder's Response
-----	-------------	-------------------

1	The Software should run on Microsoft/Windows7 or above or Linux or Android	
2	The Software should power up the Media Player at pre-determined times on all functioning days of the Bank and power off the unit during the closing hours of the Bank.	
3	Media Player Must support the delivery and display and playing of video files( MPEG, SWF, ASF, AVI, jpeg, gif, Flash and WMV), Image files and web content.	
4	No Bank Personnel should be required to either switch on, switch off, power off, log in or log out. All the above functions should function automatically as Scheduled.	
5	Multiple Screen Layouts with Multiple Independent Zones.	
6	Should play Standard Multimedia Files: Flash, Videos, Images, etc	
7	Separate Weather Banners and Scrolling Banners	
8	Media Player should support video codec MPEG 1,2 and 4 in Standard Definition(SD) and High Definition(HD), Web content including Graphics, Flash Animations, Windows Media and MP3 Audio	
9	Time-Sensitive Content – Expired old content to be Purged.	
10	Unattended, Continuous Playback. Also have Ability to control and schedule (hour/day/week/month) content playback	
11	Remote Shutdown, Reboot Mode.	
12	Connect to server on “as-and-when-needed” basis (pre-defined interval)	
13	Necessary software with License for Media player software to be provided and license should cover all the software features mentioned above	
14	Media Player and offered software should support IPV6	
15	Media Player should be able to work in offline mode with local repository i.e. even in the situation like the connectivity with the Central Server is lost.	
16	Information must be stored in Media Player in order to enable displaying the contents in the absence of internet connections	
17	No need of dedicated bandwidth – Solution should work on existing minimum 64Kbps bandwidth at Branches. Media play should also support Dial-Up or Broadband Connectivity	
18	Play Scheduled Playlist in day parts, Ability to schedule permitted download and upload time so as to use connectivity during non-peak hours	
19	Proof of Play and Log Retrieval	
20	Should Support Major Indian Language Fonts	
21	System should be able to store a minimum of at least 30 minutes of mpeg-1 / mpeg-2 video in a single loop.	

22	Media Player Should support ftp, http and Real Time Streaming Protocol (RTSP)	
23	The software should have integrated Queue Management System	

### C. DIGITAL SIGNAGE MEDIA MANAGER – DMM (Application Software)

The Bidder will mark codes (A, C and N) in the Table in bidder's Response Column

Available as a standard product offering A

Not Available but will be a customization at the Bidder's own cost C

Not Available and will not be provided N

SNo	Requirement	Bidder's Response
1	Web Based Solution (Hosted Manager Application) from any node on the Bank's Network	
2	Software should ensure that during the file pushing process, our precious bandwidth meant for core business transactions is used in a judicious manner whereby bare minimum bandwidth is used.	
3	Desirable Integration with Windows Server 2003 /2008/2010 based Active Directory System (if other pl specify).	
4	Screen Layout Designer Module with Drag and Drop interface and supporting more than 2 Media Zones, 3 Scrolling Zones, Date and Time zone along with Weather Module. Supports any screen resolution in both the screen Formats (Portrait and Landscape).	
5	Alert Manager: Option to assign player or Group of players to an email id to receive the Player logs between set intervals.	
6	Players can be placed in multiple Groups and schedules can be sent to a Group or a selection of Players in a Group or to the Whole Network.	
7	Can add any number of media players in the Network.	
8	Screen can be divided minimum 6 zones. Minimum 2 Media zones supporting all Media formats (Videos, Images, Flash, Web URLs), 3 Ticker, Date Zone & Time Zone.	
9	Media zone can play Videos, Flash, Images, Web pages, Office Files & PDF documents.	
10	Customer can choose smooth seamless transitions between images.	
11	Media zones can be synchronized.	
12	Media can be organized in Tree View Folders.	
13	All the zones in the Screen Layout can be scheduled	

	independently	
14	Tickers should support UNI code (Multi Lingual Support). Should customize font name, font size, font type, Foreground color and Background color (Gradient & Solid).	
15	Tickers should scroll in any direction (Right to Left, Left to Right, Top to Bottom and Bottom to Top)	
16	Tickers should support feature where news can be downloaded from a RSS News Feed at a given interval.	
17	Option to set different text Scroll data for different days of the week	
18	Should have the feature of enabling and disabling players on the network.	
19	Should have the feature for deleting / purging the files on the Content Server.	
20	Should have the feature to view active playlist for all the zones.	
21	Should have the feature to overwrite Future Schedules and files on the Remote players.	
22	Ability to view the Current Files and the playlist of the Remote Players.	
23	Ability to Overlay Image and text on the Videos (Transparency Feature)	
24	Feature to set the different shutdown time and reboot time for all days of a week for the Remote Players.	
25	Logs for viewing the Status of the players (Start Up time, 25 Shutdown Time and Server Connect Time).	
26	Feature for creating project files for External Pen drive Updates for the players where there is no Internet connectivity.	
27	Dashboard view of the Network connectivity Status between the Media Players and the Central Server, Players current IP Address & Free Space available on Players.	
28	Drag and Drop feature to create a playlist, modify the position of the files in the playlist.	
29	Each file in the Media Playlist to have Start and End time and option for looping.	
30	Option to set the files in the playlist to play on a set day of the week or entire week.	
31	Option to mute Audio for each Media file in the playlist.	
32	Option to play selected Media files in Full Screen Mode during playback	
33	Option to set the start play time and end play time for Media file to playback only selected portion of the Media file.	
34	Option to force download selected Media files in the playlist.	
35	Option to set Screen shot with time stamp during Media	

	Playback on Media player and upload back the screenshot to be viewed from the Manager.	
36	Information about the Contents upload time from the Manager Application and Media files download time from the player.	
37	Reports of Media Exposure between Date ranges. Should be able to export this data to Microsoft Excel & PDF.	
38	User access & management - Multi Level user access, Administrator will have all the rights and he can create users and assign rights, User access can be provided for a Player, Group of Players or each module like Playlist creation, Layout Management, Reports etc...	
39	Software Updates and Patches are to be remotely managed from the manager to the Media Players.	
40	The Schedules, Playlists, Logs and other information for the players are uploaded to a Content Server in an encrypted format.	
41	Internet /Intranet connectivity (Green and Red) Indicator at the Player to identify network connectivity.	
42	Self Healing Watch Dog Module on the player to ensure that all the zones in the current Layout are up and running.	
43	Media Expo to be uploaded to the server at predefined intervals.  Automatic Project updates Flash Module on the player to update the content and the schedules from the project file in case of manual update.	
44	Players should be programmed to download content from the XML feed automatically.	
45	Encryption of Data to increase secure downloads on the player – Minimum 128-bit encryption is to be supported.	
46	Intelligent Download Module on the player helping in content and schedules to be downloaded meant for the particular player.	
47	Player should be programmed to play unattended on 24 x 7 basis.	
48	If there is no internet/ data connectivity on the player then the player should play the last updated content.	
49	Reports should be Customizable based on the banks requirement with no additional Charges.	
50	Log Viewer Module in the Manager application to give instant reports for Active Playlists on each player, Content upload and download time, player start up and shutdown times.	
51	Option to push Bluecasting Messages to the players at the locations.	
52	Option to send Emergency messages to the players. Messages should override the current content on the Screen	

	and Display FULL Screen. Also option to set the Start and End time for Emergency Messages and the frequency interval so that the player will alternate between the Emergency Messages and current content.	
53	Scheduled Player downloads for better Bandwidth Management and also support Broken downloads and Intelligent downloads where only modified content downloads.	
54	Support for preventing play back of content that is not authenticated in the Manager Application.	
55	Should support Multiple File types in a Loop (Multiple file formats in a Playlist).	

Signature:

Name:

Designation:

Seal:

## ANNEXURE - 12

### SCORING CRITERIA

“A” will carry 5 marks, “C” will carry 2 marks and “N” will carry 0 marks

Code Category	Category wise count of codes mentioned against each item by the SI in the table Part B and Part C under Compliance to Technical Requirement	Multiplier	Score



A		5	
C		2	
N		0	
Total Score			

Note : SI is required to obtain a minimum of 75% of marks

### ANNEXURE - 13

#### COMMERCIAL OFFER FORMAT (Exclusive of GST)

PART A: One Time Cost

SNo	Item Description	Quantity	Rate	Total
1	Digital Media Signage Manager- Enterprise Licensed Software	1		
2	Rack Mountable Centralized Server with Hardware & System Software (DC & DR)	Server will be provided by Bank		
3	Media Player	1800		
4	Display Screens – Commercial Unit – 49” and above LEDs	1800		

<b>Subtotal A</b>	
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PART B: Recurring Cost

SNo	Item Description	Qty	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4	Rate Year 5	Total (for 60 months)
1	Facilities Management Services - Resident resource for DMS Management including content management, DMS network management etc.	1						
<b>Subtotal B</b>								

PART C: Annual Maintenance Charges (4<sup>th</sup> & 5<sup>th</sup> Year)

SNo	Item Description	Quantity	AMC/ Year	Total for 2 years
1	AMC of Digital Media Signage Manager – Enterprise Licensed Software	1		
2	AMC of Rack Mountable Centralized Server with hardware and system software	Server will be provided by Bank		
3	AMC of Display Units	1800		
4	AMC of Media Player	1800		
<b>Subtotal C</b>				

Total (A+B+C) for 5 years (Amt in figures)-

Amount in words :

Name of the Bidder : \_\_\_\_\_

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

Seal of the Company : \_\_\_\_\_

#### ANNEXURE - 14

#### FORMAT OF CONFORMITY LETTER

(Proforma of letter to be given by all the Sis participating in the Digital Media Signage Project on their official letterhead)

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

To

The General Manager

Information Technology,  
Bank of Maharashtra  
"Lokmangal", 1501, Shivajinagar  
Pune, Maharashtra, India

Dear Sir,  
Sub: RFP for Implementation and Maintenance of DMS

Further to our proposal dated \_\_\_\_\_, in response to the tender Document issued by Bank of Maharashtra ("Bank") we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Authorized Signatory Designation

SI's corporate name

## **ANNEXURE - 15**

### **QUERIES ON TERMS & CONDITIONS, SERVICES AND FACILITIES PROVIDED**

(Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.)

SNo	Page no	Point/ Section No	Clarification point as stated in the tender document	Query/Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				

Dated:

Authorised Signatory

(Name of Contact Person, Phone No., Email Id)

**ANNEXURE - 16**

**FORMAT OF CONFORMITY LETTER WITH DEVIATIONS/ SUGGESTIONS  
(if applicable)**

(Proforma of letter to be given by all the Sis participating in the Digital Media Signage Project on their official letterhead)

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

To

The General Manager  
Information Technology,  
Bank of Maharashtra  
"Lokmangal", 1501, Shivajinagar  
Pune, Maharashtra, India

Dear Sir,

Sub: RFP for Implementation and Maintenance of DMS

Further to our proposal dated \_\_\_\_\_, in response to the tender Document (hereinafter referred to as "TENDER DOCUMENT") issued by Bank of Maharashtra ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 15 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory Designation

SI's corporate name

## ANNEXURE – 17

### PROFORMA FOR THE BANK GUARANTEE

Guarantee for payment of Earnest Money/ Security Deposit:

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid upto

Amount of Bank Guarantee: Rs.

To,

Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

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

1. Whereas the Beneficiary had invited RFPs to undertake record storage and management services at Pune vide RFP No 112017 dated \_\_\_\_\_.
2. One of the terms of the RFP is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 90 days from the due date of the RFP) for Rs 10 lakhs (Rs. Ten Lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s XYZ & Co.Ltd. hereinafter referred to as the said 'Contractors' have given their offer to undertake record storage and management services at Pune to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
4. At the request of the said M/s.XYZ & Co. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said RFP and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. 10 lakhs (Rupees Ten lakhs only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as

earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

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

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

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

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

Notwithstanding anything contained herein:

- a. The liability of the Bank under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
- b. This Bank Guarantee shall be valid up to \_\_\_\_\_.
- c. Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before \_\_\_\_\_ (date of expiry of the Guarantee).

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

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

For and on behalf of the Guarantor Do so and

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

## ANNEXURE – 18

### NON DISCLOSURE AGREEMENT

(On stamp paper of relevant value)

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

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

WHEREAS, Bank called for the bids for the engagement of Service Provider to undertake record storage and management services M/s after going through the Bid Documents and being interested to act as Service Provider and provide the services for record storage and management services, has submitted its Bid.

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

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

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

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



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

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

Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the Service Provider's personnel to be present on premises of Bank or may require the Service Provider'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 Service Provider's personnel under such circumstances and to provide notice to the Service Provider's of the confidentiality of all such information. Therefore, the Service Provider agrees and undertakes that any technical or business or other information of Bank that the Service Provider'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.

**Indemnity:** The Service Provider/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, tortious (including attorney fees) or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties

made by the Service Provider/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 Service Provider/Contractor, in the course of discharge of its obligations under this Agreement.

The provisions hereunder shall survive termination of the Contract.

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

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

## ANNEXURE – 19

### COMPLIANCE AGREEMENT

(On stamp paper of relevant value)

This Compliance Agreement is made and entered into at this \_\_\_\_\_ day of 2018

BY AND BETWEEN FIRST PARTY....., a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and Bank of Maharashtra a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at \_\_\_\_\_ and having its registered office at Lokmangal, 1501, Shivajinagar, Pune 411005 (hereinafter called “the Purchaser/Bank” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and (Name of Service Provider) of (please specify the registered office of the (Service Provider) (hereinafter called “the Service Provider/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 Service Provider and Bank are hereinafter collectively referred to as “the Parties” and individually as “the Party”

WHEREAS, Bank called for the bids for the engagement of Service Provider to undertake record storage and management services M/s \_\_\_\_\_ after going through the Bid Documents and being interested to act as Service Provider and provide the services for record storage and management services, has submitted its Bid.

First party communicate the unconditional acceptance to the following terms and conditions of RFP

1. First party acknowledges that they have received, read, understood and agreed to all terms (including payment terms) in the RFP document no. 112017 for providing Record Storage and Management Services.
2. First party agrees that first party 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. First party agrees that first party 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 first party.
4. First party agrees 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 first party agree to abide by the required integrations of security policies of the Bank.
6. First party agrees to non-disclosure of trade information regarding the price, service specification, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA RFP documents remain the property of BANK OF MAHARASHTRA and all service providers 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 service providers will be at BANK OF MAHARASHTRA’s discretion.

9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
  10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
  11. Please note that BANK OF MAHARASHTRA may consider debarring a service provider in the event the service provider violates terms and conditions mentioned in this compliance agreement.
  12. First party have read the BANK OF MAHARASHTRA technical/ functional specifications for various services asked for in the RFP112017 & have agreed to comply with Quality, Technology & Service expectations.
  13. Solutions offered in technical bid will remain unchanged.
  14. If successful, first party are agreed to provide uninterrupted service for the contracted period subject to annual performance review by the Bank of Maharashtra.
- First party agrees to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

For and on behalf of     Ltd.  (                                 )  (Designation)	For and on behalf of Bank of Maharashtra  (                                 )  ( Designation)
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## **ANNEXURE - 20**

### **Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction**

#### **Introduction:**

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

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

##### **a. APPLICABILITY:**

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in Annexure-13.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

##### **b. ELIGIBILITY:**

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

##### **c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:**

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

##### **d. TRAINING:**

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

- iv. Each bidder / bidder shall participate in the training at his / their own cost.
- e. **DATE/ TIME FOR TRAINING:**
  - i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
  - ii. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.
- f. **DATE/ TIME OF REVERSE AUCTION:**
  - i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.
  - ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.
- g. **CONDUCT OF REVERSE AUCTION:**
  - i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
  - ii. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/ appointed/ empanelled by the Bank.
- h. **PROXY BID:**
  - i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is detrimentally reached by other bidders.
  - ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
  - iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
  - iv. During training, the issue of proxy bidding will be clarified in detail by the service provider.
- i. **TRANSPARENCY IN BIDS:**
  - i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.
- j. **MASKING OF NAMES:**
  - i. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.
- k. **START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in ANNEXURE 8 OF RFP before the start of the bidding time of this document. Once the bidding time starts the system will show the TCO of ANNEXURE 13 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.50,000/-.
- iv. The bid decrement value shall be in multiples of Rs. 50,000/-.
- 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 13 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 8 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.

**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 13 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 082018 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 082018 are only eligible to participate in Reverse Auction Process.
- m. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.

## **ANNEXURE - 21**

### **PRE CONTRACT INTEGRITY PACT**

(To be executed on RS 500 Stamp Paper)

#### **General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of month of \_\_\_\_\_ 2018, between on one hand, Bank of Maharashtra through authorized official Shri \_\_\_\_\_, 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/Equipments/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:

#### **Commitments of the BUYER:**

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

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

### **COMMITMENTS of BIDDERS**

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

- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made or is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

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

#### **5. Earnest Money (Security Deposit)**

- 5.1. While submitting a commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
  - 5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra IT Department**
  - 5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demer whatsoever and without seeking any reason whatsoever. The demand for

payment by the BUYER shall be treated as conclusive proof of payment.

- 5.1.3. Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations:**

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required :-
  - 6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
  - 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
  - 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

## **7. Fail Clause:**

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

## **8. Independent Monitors:**

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

## **9. Facilitation of Investigation**

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

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

**10. Law and Place of Jurisdiction**

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

**11. Other Legal Actions:**

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

**12. Validity:**

12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

<p>BUYER Name of the Officer: Designation: IT Department Bank of Maharashtra</p> <p style="text-align: right;">(Office Seal)</p> <p>Place _____ Date _____</p> <p>Witness: 1 _____ (Name &amp; Address) : _____ 2 _____ (Name &amp; Address) : _____</p>	<p>BIDDER CHIEF EXECUTIVE OFFICER (Office Seal)</p> <p>Witness: 1. _____ : (Name &amp; Address) : _____ 2 _____ (Name &amp; Address) : _____</p>
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**Annexure – 22 (List of Zonal Offices)**

REGION CODE	REGION NAME	STATE
1	DELHI	DELHI
2	LUCKNOW	UTTER PRADESH
3	KOLKATA	WEST BENGAL
4	CHANDIGAD	PUNJAB
5	BHOPAL	MADHYA PRADESH
7	INDORE	MADHYA PRADESH
8	RAIPUR	CHHATTISGADH
9	JABALPUR	MADHYA PRADESH
11	AHMEDABAD	GUJARAT
13	MCR	MAHARASHTRA
17	THANE	MAHARASHTRA
23	KOLHAPUR	MAHARASHTRA
25	SOLAPUR	MAHARASHTRA
27	SATARA	MAHARASHTRA
29	PCR	MAHARASHTRA
31	PUNE EAST	MAHARASHTRA
32	JAIPUR	RAJASTHAN
33	AHMEDNAGER	MAHARASHTRA
35	AURANGABAD	MAHARASHTRA
37	LATUR	MAHARASHTRA
39	CHANDRAPUR	MAHARASHTRA
41	NAGPUR	MAHARASHTRA
43	AMRAVATI	MAHARASHTRA
45	AKOLA	MAHARASHTRA
47	NASIK	MAHARASHTRA
49	JALGAON	MAHARASHTRA
51	GOA	GOA
53	BANGLORE	KARNATAKA
54	CHENNAI	TAMILNADU
55	HYDERABAD	TELANGANA