

Bank of Maharashtra
(One Family... One Bank... Mahabank)

RFP-10/2023-24
Request for Proposal
For
Supply, Installation & Maintenance of
Laptop

GeM BID NO.GEM/2023/B/3482476

Head Office, 'LOKMANGAL'
1501, Shivajinagar, Pune – 411 005

COST OF TENDER DOCUMENT: Rs. 5,900/-(Inclusive of GST)

Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. Bidder means the respondent to the RFP document/Vendor/Supplier/Contractor.
3. RFP means the Request for Proposal GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop
4. CBS means Core Banking Solution implemented in the Bank
5. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'
6. Bidder/Respondent/Vendor/Supplier/Contractor. – signifies those who purchase this tender document and submits Response to it.
7. DC means Data Centre
8. DR/DRC/DRS means Disaster Recovery Site
9. NS/NLS means Near Site
10. DB means Database
11. PSB – Public Sector Bank
12. AMC Annual Maintenance Contract
13. BC Business Continuity
14. CB Commercial Bid
15. CBS Core Banking Solution
16. DB Database
17. DC Data Centre
18. DR Disaster Recovery
19. EMD Earnest Money Deposit
20. FM Facility Management
21. FR Functional Requirements
22. GST Good Services Tax
23. HO Head Office
24. IS Information System
25. ISO international standards organization
26. IT Information Technology
27. NBFC Non-Banking Financial Company
28. NDA Non-Disclosure Agreement
29. OEM Original Equipment Manufacturer
30. OS Operating System
31. OSD Original Software Developer
32. PB Project Demonstration & Bid Presentation
33. PBG Performance Bank Guarantee
34. PO Purchase Order
35. PoP Point of Presence
36. POS Point of Sales
37. PSU Public Sector Undertaking
38. RBI Reserve Bank of India
39. RCA Root cause analysis
40. RFP Request for Proposal
41. RTGS Real Time Gross Settlement
42. SI System Integrator
43. SLA Service Level Agreement
44. SOP Standard Operating Procedures
45. SRS System Requirement Specification
46. T&D Training and Development
47. TB Technical Bid
48. TCO Total Cost of Ownership
49. TR Technical Requirements

- 50. UAT User Acceptance Testing
- 51. VA vulnerability assessment
- 52. ZO Zonal Office

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 Bidder or any person acting on behalf of the Bidder should strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidder/s 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 clauses.





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1. INTRODUCTION

About Bank

Bank of Maharashtra is a nationalized bank with a standing of 88 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office.

Bank has 2203 branches/offices across the length and breadth of the country. In the state of Maharashtra, Bank has 1100+ branch offices, the largest network of branches of any Public Sector Bank in a state. Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of Bank are networked and under Core Banking Solution.

The products and services offered by Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, banc assurance business, mutual funds and other services like Demat, ASBA, lockers merchant banking, APY, PPF, NPS, Social Security Schemes etc. as permitted in the regulatory guidelines in the country etc.

Bank is known as a frontrunner in implementation of technology initiatives, product innovations and digital implementations.

CURRENT HIGH LEVEL TECHNOLOGY ENVIRONMENT

Banks vision is to be a vibrant, forward looking, techno-savvy, customer centric bank serving diverse sections of the society, enhancing shareholders' and employees' value while moving towards global presence.

Bank has 100% of its branches on Core Banking Solution – B@ncs24 (TCS). Bank has also implemented or is in the process of implementing a range of customer centric and other solutions which are as follows:

- Full suite of Core Banking Solution including Deposits, Advances and Trade Finance
- Payment systems like NEFT, RTGS, SWIFT, CTS, etc.
- Anti-Money Laundering solution
- Alternate delivery channels like ATM, Mobile Banking, UPI, Internet Banking
- Center of Excellence
- Cyber Security Operations Centre
- Automated Data Flow
- Own ATM Switch & 2100+ ATMs
- A Two Factor Authentication Solution 'Mahasecure' for Internet Banking
- Mail Messaging system
- Loan Life Cycle Management System
- Early Warning System
- Account Aggregator

Bank has implemented Core Banking Solution, Forex & Trade Finance, Anti-Money Laundering (AML), Internet Banking, General Ledger, FTP etc.

In addition to the traditional Banking applications, Bank has also implemented many other technological initiatives like Tab Banking, Fast Tag, Cardless Cash Withdrawal through ATMs/Recyclers, WhatsApp Banking & Chabot solution and is in proposes to implement several new IT projects such as Robotic Process Automation, UPI on CAPEX model, Omni Channel Platform etc. is in process.

To undertake laptop procurement, Bank invites Request for Proposal from reputed institutions / professional firms / companies to assist the bank in providing services detailed more in the scope section of this document.

2. INVITATION FOR TENDER OFFERS

Bank invites sealed tender offers (Technical bid and masked Commercial bid) from eligible, reputed manufacturers and / or authorized dealers against GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop as specified in Schedules of Requirement.

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs. 5,900/- (Rs. Five Thousand Nine Hundred only) by demand draft / bankers cheque/NEFT/ in favor of Bank of Maharashtra and payable at Pune.

The details for NEFT/UPI shall be shared with bidders on specific request through email.

Bid Collection and Submission Calendar

Tender number	Reference	RFP NO: 10 /2023-24
GeM Bid No.		GEM/2023/B/3482476
Price of Tender Copy		Rs. 5,900/- Inclusive of GST
Date of commencement of sale of tender document		24/05/2023
Queries to be mailed by		03/06/2023 upto 16:00 hours
Queries to be mailed to		tendershoit@mahabank.co.in
Pre-Bid meeting with Bidders		06/06/2023 at 15:00 hours (Online Mode – Meeting details will be shared with bidders who have Purchased the RFP)
Last Date and Time for receipts of tender offers		13/06/2023 up to 15:00 hours
Time and Date of Opening of technical bids		13/06/2023 up to 15:30 hours
Place of Opening tender offers		Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005
Address of Communication		Deputy General Manger IT Bank of Maharashtra

	IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005
Earnest Money Deposit	5 Lakh
Contact Telephone Numbers	Phone: 020 – 25614527 , 020 - 25614325
Website	https://www.bankofmaharashtra.in/tenders

- **If any of the above dates fall on holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be next working of the Bank.**

Payment of Tender Price is compulsory to participate in bid process. Procurements for MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time.

Please note that the prospective bidders who purchase the tender document from the Bank will only be invited to attend the pre bid meeting on above date and time at Bank of Maharashtra, Head Office, Pune (in case of exigency, Bank may conduct Pre-bid meeting through Alternate online channel).

In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid prior to Pre bid meeting date in order to participate in the Pre bid meeting.

In case of bidders registered with National Small Industries Corporation Limited (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme (Please refer to **Annexure 1**).

Tender Document Cost can be remitted to following account for online mode of payments:

Bank Account No: 60058099506
Account Name: BANK OF MAHARASHTRA I.T. PAYMENTS
Bank IFSC Code: MAHB0000043
Branch name: Shivaji Nagar Branch
Branch Code: 0043
Branch address: Shivaji Nagar Pune.

The RFP document may be obtained by providing proof of transaction reference no (screenshot) & signed NDA document (available under this RFP tender section on Bank Website) over mail to the following email ids:

tendershoit@mahabank.co.in

Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same should not be mixed with

Technical bid or other documents. It should be in separate cover to be handed over to the department. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.

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

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

**Sd/-
General Manager
Information Technology**



3. INSTRUCTIONS TO BIDDERS

3.1. Two Bid System Tender

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

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

Bank's address
Bank of Maharashtra Information Technology Department, "Lokmangal", 1501, Shivajinagar, Pune – 411005

Following officers have been authorized to accept the tender documents

Shri Shashikant Dhengale, Chief Manager-IT, Head Office, Pune
email ID: cmitd@mahabank.co.in, Phone : 020-25614566

Shri Anurag Patel, Deputy Manager- Head office Pune
email ID: tendershoit@mahabank.co.in , Phone : 020-25614527

Shri Madhukar Lawate, Senior Manager- Head office Pune
email ID: madhukar.lawate@mahabank.co.in ,Phone : 020-25614527

Shri Rama Bhondekar, Deputy Manager- Head office Pune
email ID: rama.bhondekar@mahabank.co.in ,Phone : 020-25614423

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

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

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

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

ENVELOPE-I (Technical bid along with softcopy):

The Technical bid should be complete in all respects and contain all information asked for **except prices**. The TECHNICAL BID should include all items asked for in **Annexure 2 of this 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. **Copy of original Commercial offers with prices duly MASKED be submitted along with the Technical Bid.**

ENVELOPE-II (Commercial bid):

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

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

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

ENVELOPE-III (Bid Security):

Bidders are required to submit Bid Security/EMD.

3.2. Terms and Conditions

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

3.3. Soft Copy of Tender document

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

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs. 5,900/- by way of a demand draft in favor of Bank of Maharashtra payable at Pune while submitting the bid.

3.4. Non-transferable Tender

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

3.5. Offer validity Period

The offer should hold good for a period of 180 days from the date of Technical Bid Opening.

3.6. Address of Communication

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

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

Emails:

dgmitd@mahabank.co.in

tendershoit@mahabank.co.in

3.7. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP preferably **through online mode**. The queries of all the bidders should reach us in writing or over e-mail on or before on the address as mentioned above. The queries shall be submitted in forms given under **Annexure 3**.

Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website.

Only the authorized representatives of the bidder (maximum 2 persons) who have purchased the RFP will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company.

Pre-bid meeting through Virtual/Online Mode: Bank may hold the pre-bid meeting in virtual/online mode through video conferencing/virtual meeting solutions e.g. Microsoft teams/Google Meet/Cisco WebEx etc. The details of the meeting shall be shared only with the bidders who will submit their queries in prescribed format through mail to the designated mail ids and who have paid the required tender fee or eligible for exempted from tender fee as per MSEs procurement Policy guidelines issue by Govt. of India

Those bidders who have purchased the Tender Document will be allowed to attend the Pre-Bid Meeting.

3.8. Opening of Offers by Bank

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

3.9. Scrutiny of Offers & Evaluation Process:

Scrutiny of Bids will be in three stages as under:

a) Eligibility Criteria cum Technical Evaluation:

Bank will first scrutinize the eligibility of the bidders as per "qualification criteria" section mentioned in the RFP based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation. The technical bids of only those vendors who qualify in the eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability based on Annexure H. Vendor needs to provide compliance on the technical requirement as given in Annexure H.

b) Proof of Concept (POC) for Laptop & Factory Visit:

Eligible Bidders, as part of technical evaluation need to arrange a Proof of Concept (POC) and demonstrate their proposed Laptop as per criteria mentioned below.

The vendor should arrange a demo of the quoted model in at our Head Office, immediately after intimation from the Bank. The demo needs to be arranged at the cost of the vendor.

As part of the POC the vendor should present and demonstrate the features of the proposed laptop.

POC will be conducted on the following conditions:

1. The POC would be done to check whether the proposed model of Laptop meets the technical specifications as mentioned in the Annexure B of this RFP.
2. All the Costs associated with DEMO & POC (including provision of Laptop, technical resources, travel cost, boarding cost etc) will be to the account of the bidder and bank will not bear any cost.
3. Bank reserve its right to extend / shorten the period of POC as per requirement.

Bidders who do not fulfil any of the above criteria or are not able to arrange for POC, as per bank's requirement will be rejected as part of POC. Bidders who have failed in the POC will automatically stand disqualified in technical evaluation. Only those vendors who

qualify in eligibility and technical evaluation would be short-listed for Commercial Bid Evaluation.

Visit to Factory:

Bank reserves the right, but not under any obligation, to undertake a 'pre-shipment' inspection of the hardware items in a factory test environment. For this purpose, Bank's personnel or authorized representative may visit the factory site of OEM and expenditure for the same will be borne by Bank. Bidder has to arrange necessary permission, if any.

c) Commercial Bid Evaluation:

Only those bidders who have qualified after Technical evaluation & Successful conducted the POC will be eligible for the next stage of evaluation i.e. Commercial Evaluation. Bank reserves the right of selection of bidder either by opening of Commercial Bids of bidders or proceed with the selection of bidder through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened.

The Commercial will have to be reported in the format as per **Annexure A**. Commercial submitted after online reverse auction should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial submitted by the respective bidder post reverse auction. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial 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.

Only bidders found eligible and technically qualified will be considered as eligible for reverse auction/commercial evaluation.

In case only Two bidder participated in the tender process, reverse auction may not be conducted and the commercial bid submitted by the bidder will be considered. However, Bank's decision will be final in this regard.

d) Reverse Auction

The Bank shall conduct Online Reverse Auction (RA) and the bidders found eligible after technical evaluation, POC & Factory visit will only be able to participate in the RA. RA will be on total cost of ownership basis as per the commercial annexure –A. Bidders have to submit final itemized price to the Bank within 24 hours of closure of Reverse Auction process. Bidders may have to procure digital certificates for participating in online reverse auction and all expenses incurred towards procurement of digital certificate will have to be borne by the bidders.

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest.

3.10. Format for Technical bid

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

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

1. Index
2. Covering letter. This should be as per **Annexure 5**.
3. Details of the bidder, as per **Annexure 6**.
4. Compliance of eligibility criteria along with support documents
5. Details of the similar assignments executed by the bidder during the last two years (Name of the client, time taken for execution of the assignment and documentary proofs from the clients are to be furnished) Details of Past experiences, as per **Annexure 7**
6. Details of inputs, infrastructure requirements required by the bidder to execute this assignment.
7. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
8. Bid Security/EMD (To be submitted in a separate envelope along with the Technical Bid.)
9. **Annexure 8** : Compliance Agreement
10. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
11. Copy of the Commercial Bid duly masking the price column.
12. Details of the service Centers **Annexure 9**
13. Undertaking of Information Security **Annexure 10**
14. Pre Contract Integrity Pact on Rs.500 Stamp Paper as per **annexure 11**.
15. Model Certificate for Tender Participation as per **Annexure-14B**.
16. List of deviations, if any as per **Annexure-15**.
17. Undertaking for Non Blacklisting as per **Annexure-17**.
18. Undertaking for Not being NPA as per **Annexure-18**.
19. Technical bid with Compliance to Technical Specifications as given in **Annexure H**, complete with all the columns filled in.
20. Manufacturers' Authorization Form as per **Annexure I**, **If bidder is OEM itself, they must submit self-declaration mentioning the make and model of product.**
21. The following information should be furnished along with the Technical bid by means of printed technical brochures as per checklist provided.
 - Make and model numbers of all the items quoted for.
 - Specifications of all items asked along with technical specifications compliance.
 - Version number in case of software packages. It is required to indicate if the software requires any particular version of the operating system for compatibility.
 - Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.
 - Warranty details (for all relevant schedules). This should not contain any price information.

- Delivery and Implementation schedule.
- Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
- Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
- All documentary evidence wherever required to be submitted be properly arranged.

3.11. Masked Commercial bid

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

3.12. Format for Commercial bid

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

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

The bidder must quote for ALL the items mentioned in Commercial Bid Format and also fill up the TCO for L1 of Annexure A

3.13. Erasures or Alterations

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

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

3.14. Alternative offers

Each offer should preferably specify a single solution, which is cost-effective and meets the tender specifications, and does not include many alternatives. Each detail/table should be complete in all respects and should not require cross-referencing with details given in other options.

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

3.15. Location of Project Implementation

This tender is being floated by the Head office of Bank of Maharashtra. The Laptop being procured through this tender shall be delivered by the bidder after getting the order at the locations mentioned at **Annexure-16**. Bank reserves the right to make changes in the locations.

3.16. Contract Period

The period of contract GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop will be for 3 years (i.e. 3 Years Onsite Comprehensive Warranty) from the date of delivery to the Bank. Bank may extend the same as per mutually agreed terms based on performance of bidder. However, if the Bank desires, the selected bidder has to provide same support for laptop after expiry of the contract period at mutually agreed terms and will be renewed on a yearly basis.

3.17. Fixed Price

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

3.18. No Negotiation

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest.

3.19. Short-listing of Bidders

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

3.20. Right to Alter Quantities

Bank of Maharashtra reserves the right to alter the proposed new Laptop quantities ($\pm 25\%$ variation) specified in the tender. Bank of Maharashtra also reserves the right to delete one or more items from the list of items specified in Annexure-A- Bill of Material of this RFP.

3.21. Adoption of Integrity Pact

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure 11** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.

4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. In case of joint venture, all the partners of the joint venture should sign the integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP
10. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

Shri. Arun Jha
Flat no. B-2, 602, PWO,
Sector-4, Gurgaon Haryana-
122109

Email - arunjha01@gmail.com

Shri. Umesh Vasant Dhatrak
104, Yamunashri Apartment, Sinhgad Road,
Parvati, Survey No. 120 A+B, Plot No.4 ,Near
Navshya Maruti Mandir, Pune-411030

Email - uvdhatrak@gmail.com

Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified later.

3.22. Preference for Public Procurement (Preference to Make in India):

Guidelines issued as per PPP-MII (Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order), Order No. P-45021/2/2017-BEII dated 15.06.2017, as amended by Order No. P-45021/2/2017-BE-II dated 28.05.2018 and Order No. P-45021/2/2017-BE-II dated 29.05.2019 and revision issued vide letter No. P-45021/2/2017(BE-II) dated 04.06.2020 & vide letter No. P-45021/2/2017(BE-II) dated 04.06.2020 vide letter No. P-45021/2/2017(BE-II) dated 16.09.2020 by Government of India will be followed for evaluation of the bids.

3.23. Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favour of Bank of Maharashtra and payable at Pune, (valid for 90 days from the due date of the tender) for amount highlighted in invitation section as Earnest Money Deposit (EMD) along with their offer.

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 Public Sector Bank other than Bank of Maharashtra or by any scheduled commercial bank acceptable to Bank. In case of Bank Guarantee from other than Public sector banks prior permission of Bank is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed as **Annexure 19**. The EMD will not carry any interest.

Unsuccessful Bidders" Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per **Annexure 13**.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Bank.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- If successful bidder fails to execute the contract/SLA within required time

The EMD will be refunded to

- The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee of amount specified in RFP document valid till the end of assignment period with additional claim period of 6 (Six) months.
- The unsuccessful bidders, only after acceptance of the "Letter of Appointment" by the selected bidder.

After the award of the contract, if the selected bidder 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 bidder 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 bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

3.24. Commercial

If any of the items/activities as mentioned in the price bid and as mentioned in Annexure A are not taken up by the Bank during the course of this assignment, the Bank will not pay the commercials quoted by the bidder in the Price Bid against such activity/item. The bank shall be paying the commercials, only on actual basis, for which consultancy

services have been availed during the contract period. The Bank reserves the right to initiate implementation of any new module or upgrade existing module of proposed solution during the period of contract and the bidder shall provide the services if the Bank so desires at mutually agreed rate. The Bank shall also have the right to cancel any of the items which have been mentioned in the Annexure A.

Description of the envisaged scope is enumerated as part of Section 4 of this RFP; however, the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions. The bidder needs to quote as per the Bill of Materials mentioned in Annexure A.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

4. SCOPE OF WORK

4.1. Project Objective

Bank intends to purchase 130 No.s Laptop for Bank officials. Bank therefore intends to engage vendor for Supply, Installation, commissioning, Configuration, and Maintenance of Laptop.

Please refer **Annexure C** for Detailed Scope of Work.

5. QUALIFICATION CRITERIA

5.1. Eligibility of the Bidder

5.1.1. Please refer Annexure D for Eligibility Evaluation Criteria

5.1.2. Procurements through MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP. Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs.

5.1.3. Note- In line with the contents of Order No. 6/18/2019-PPD (Public Procurement No.1) dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23rd July 2020 for the "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017, Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority. (Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)). **For Details please refer Annexure-14 of this RFP document**

6. TERMS AND CONDITIONS

6.1. Costs & Currency

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

1. Cost of the equipment
2. Installation and commissioning charges, if any,
3. Minimum of three-year comprehensive on-site warranty covering all parts & labor. This period will start from the date of installation of Last Laptop of Final Lot at Bank of Maharashtra.
4. Transportation and Forwarding charges to the site.
5. In addition to transit insurance normal electronic equipment insurance should be available up to installation or up to 30 days from date of delivery whichever is earlier.
6. All taxes and levies excluding GST.

6.2. Right to Alter Scope

Bank reserves the right to alter the proposed scope.

6.3. Repeat Orders

Bank of Maharashtra reserves the right to place repeat order/s on the bidder under the same terms and conditions upto 25% both in terms of quantity and amount till the new RFP is floated. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.

6.4. Quality Standards

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

6.5. Manufacturer's Authorization Form

Bidder, other than sole agents in India of the manufacturers, must submit a letter of authority from their manufacturers that they have been authorized to quote for on behalf of the manufacturer (**As per Annexure-I**) of this RFP. Authorization from authorized distributors/dealers for software items is acceptable.

6.6. Support

In addition to the regular support centers the bidder should ensure that they must have support center either of own or through franchise for each of the Zonal office of Bank of Maharashtra as mentioned in **Annexure- 16**. The Service center must provide on-site support for smooth function of Laptop in the Zone. Which includes various configuration / setting issues arises during the day to day working.

Successful bidder will have to provide call log procedure, Toll-free call log number, dedicated call logging portal, email id, support escalation matrix for providing on-site supports for the Laptop.

6.7. Technical Inspection and Performance Evaluation

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

6.8. Warranty

6.8.1. Hardware Warranty

The offer must include a minimum three years' comprehensive on-site warranty for laptop. The Warranty in respect of all the delivery locations would start from a

single and uniform date i.e. from the date of installation of last Laptop. In no case, there would be multiple warranty dates.

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

6.9. Spare parts

During the warranty period, Bidder will make the spare parts for the laptop available for a minimum period of three years from the time of acceptance of the laptop. Thereafter, bidder will give at least twelve months' notice prior to discontinuation of support services, so that Bank of Maharashtra may order its requirements of the spares, if it so desires. If any of the components like hard disk, Memory, power adapter, battery of Laptop etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology Laptop of equivalent capacity or higher capacity at no additional charges to Bank of Maharashtra.

6.10. Repeated Failures

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

6.11. Violation of Terms

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

6.12. Acceptance Tests

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

6.13. Compliance with All Applicable Laws

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

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

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

6.14. Performance Bank Guarantee (10%)

The successful bidder should furnish a Performance Bank Guarantee to the extent of 10% (or as applicable during the period of contract as per Govt. guidelines) of the value of the contract within 30 days of the date of receipt of the purchase order/Indent. The Performance Bank Guarantee has to be submitted in the format as per Annexure 12. The performance guarantee would be for the entire period of the Contract plus 6 months.

If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract. The limit of PBG of 10 % is as per guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division (No. F.1/2/2023-PPD) dated 03.04.2023 which are applicable to all tenders/ contracts

6.15. Payment Terms

The payment terms for the project would be as per Annexure E

6.16. Project Timelines

The Bidder is expected to adhere the timelines stipulated in Annexure F.

6.17. IT Act

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

The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 / Amendment 2008 and subsequent amendment or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

6.18. Aadhaar ACT

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

6.19. ISMS Framework

The bidder shall abide by the Information Security Management System(ISMS) framework of the Bank. Bidder shall abide by the ISMS policy and any other policy and subsequent procedures of the Bank.

6.20. Change Management

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

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

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

6.21. Supplier BCP

Bidder shall maintain business continuity, as per agreed business continuity plan

6.22. Assignment

This Agreement shall not be assigned either fully or in part by the Bidder to any third party without the prior written consent of Bank. Bank may at any time in whole or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of Bidder.

6.23. Subcontracting

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

6.24. Protection of Reputation

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if Company fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the company against its services. Company undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice

6.25. Order Cancellation

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

1. Delay in delivery beyond the specified period for delivery.
2. Delay in supply/installation of Laptop beyond Total 9 weeks from the date of purchase order.
3. Serious discrepancy in Laptop noticed during the pre-dispatch factory inspection.

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

6.26. Cancellation of Contract and Compensation

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

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- 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 bidder 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 bidder 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 bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

6.27. Exit Option & Contract Re-negotiation

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 30 days of receipt of purchase order by the Bank;
 - b. The selected bidder commits a breach of any of the terms and conditions of the contract.
 - c. The bidder goes into liquidation voluntarily or otherwise.
 - d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
 - e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.
 - f. Deduction on account of liquidated damages exceeds 10% of the total contract price.
 - g. Delay in delivery / installation / commissioning of Video Conferencing solution beyond the specified period for the same as mentioned in the order.

2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
5. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.

6.27.1. Termination

- 1 The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.
- 2 The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - b. The bidder
 - (i) has a winding up order made against it; or
 - (ii) has a receiver appointed over all or substantial assets; or
 - (iii) is or becomes unable to pay its debts as they become due; or
 - (iv) enters into any arrangement or composition with or for the benefit of its creditors; or
 - (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- 3 The bidder shall have right to terminate only in the event of winding up of the Bank.
- 4 The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.

6.27.2. Effect of Termination

1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up

to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the bidder.

3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
4. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
5. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

6.28. Intellectual Property Rights

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

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

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

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

6.29. Corrupt & Fraudulent Practices

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

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

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

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

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

6.30. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank’s interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

6.31. Violation of Terms

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

6.32. Service Level Agreement

1. The selected bidder should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement (NDA). The selected bidder should

execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order/Letter of Intent.

2. The bidder needs to strictly adhere to Service Level requirements defined in section Liquidity Damages and Penalty below.

6.33. Liquidated Damages

If there is a delay by the bidder in the delivery of the complete hardware and software as will be mentioned in the purchase order (beyond 8 weeks from the date of PO), the bidder will be liable to pay a sum of 1% (one percent) of the order value per site per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank. In case the complete delivery is delayed beyond the scheduled delivery date, Bank reserves the right to cancel the contract and return the partially delivered Laptop, if any, at the cost of the bidder. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value. No Liquidity damages shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the bidder.

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

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

If the selected bidder fails to complete the due performance as per this RFP, Bank reserves the right to terminate the contract and recover Liquidated Damages of 10% of contract value.

The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.

Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.

Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.

6.34. Order splitting

With a view to reducing the risks of delay in the project implementation, Bank reserves the right to split the order tentatively in the ratio of **60:40** between the bidders offering the lowest TCO (L1), the bidder offering the second lowest total price (L2) provided the difference in total price between L1 and L2 is less than or equal to 10 percent. **However, the Purchase Order (P.O.) for L2 will only be at the rate offered by L1.** If L2 do not accept the purchase order in writing within 5 working days, then purchase order will stand automatically cancelled and Bank will split the order between the L1 and the bidder offering the third lowest total price (L3) in the ratio 70:30 provided the difference in total price between L1 and L3 is less than or equal to 10 percent. **However, the Purchase Order (P.O.) for L3 will only be at the rate offered by L1.** If L3 do not accept the purchase order in writing within 5 working days, then Bank may approach L4 and so on. Bank reserves the right to decide on the splitting of order.

6.35. Pre-dispatch Inspection/UAT

Bank of Maharashtra and/or its nominated consultants reserves the right to carry out factory/pre-dispatch inspection of all the Laptop before its dispatch to Bank of Maharashtra.

Bidder shall inform its readiness for the inspection at least 7 days in advance. Inspection of the Laptop to be supplied to Bank of Maharashtra will be carried out at bidder's factory/site located in India only. There shall not be any additional charges for such inspection. However, Bank of Maharashtra will have the discretion to recover the costs related to travel and stay of its staff / consultants from bidder if the Laptop offered for inspection is not as per Bank of Maharashtra's order or the bidder does not comply with the test and inspection procedures. It is expected that the Laptop should be ready for inspection **within 6 weeks from the date of placing the order.** Only inspected and duly sealed Laptop should be dispatched to the location, otherwise those are liable for rejection at the bidders' cost.

6.36. Guarantees

Bidder should guarantee that the laptop delivered to Bank of Maharashtra are brand new, including all components. All Laptop must be supplied with their original and complete printed documentation.

A certificate signed by the CFO / Company Secretary of the Company should be submitted before the Pre-Delivery inspection confirming that all the components / parts/assembly software used in the Laptop like Hard Disk, Displays, Memory, battery etc. are original new ones and no refurbished/ duplicate / second hand components/ parts/assembly/software are used

6.37. Inter-working of hardware and Software

The bidder must integrate Laptop & software /OS supplied by him to make the system integrated and fully functional. It will be bidder's responsibility to locate the

exact nature of the problem/fault(s) and rectify the same except for the problems in the application software, if any. Under no circumstances will a problem/fault be blamed on the application software without sufficient cause and justification.

The bidder must also take necessary steps to successfully install all the software components supplied by him on the Laptop.

6.38. Indemnity

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder, (iii) use of the allocated site and or facility provided by Bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under clause 6.45 of the RFP (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement. (v) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 6.45 of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment/s at all points of time, provided however, (i) the Bank notifies Bidder in writing immediately on aware of such claim, (ii) Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

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

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

1. Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the Bidder as governed by IT Act 2000.
2. The breach by the Bidder of any of its obligations under Confidentiality,
3. Non-compliance of Bidder with Laws / Governmental Requirements
4. IP Infringement
5. Negligence and misconduct of bidder, its employees, and agents
6. Breach of any terms of agreement document or Representation made by Bidder.
7. Act or omission in performance of service.
8. Loss of data due to bidder provided facility.

6.39. Force Majeure

“Neither Party” will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, epidemic, pandemic, flood, fire and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than Fifteen (15) consecutive days then bank may have the option to terminate the Agreement upon written notice of such termination to the other party.”

6.40. Resolution of Disputes

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

6.41. Confidentiality

This document contains information confidential and proprietary to Bank. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal

action against the Bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the consultancy services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of Bank. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited

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

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

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

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

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

1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party.
2. Unless otherwise agreed herein, use any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
3. In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - ▶ Take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - ▶ Keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - ▶ Limit access to such confidential information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the confidential information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the confidential information and materials in the manner prescribed in this document; and
 - ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of confidential information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - a. Immediately return all written confidential information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from confidential information relating to the Disclosing Party;
 - c. So far as it is practicable to do so immediately expunge any confidential information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

5. The restrictions in the preceding clause shall not apply to:
- a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
 - c. The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
 - d. The confidentiality obligations shall survive the term of contract plus two years of the agreement between the bidder and the Bank.

6.42. Non-Disclosure Agreement

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

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

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

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

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

Non-Disclosure Agreement to be signed by the authorized signatory at the time of submission of RFP as per **Annexure 4**.

6.43. Pre-Contract Integrity Pact

The bidder has to enter into an integrity pact with the Bank to the effect that they will not resort to any corrupt practices in any aspect / stage of the contract. Only those bidders who wish to enter into such a contract with the Bank will be considered for participating in the tender process. Pact to be signed by the authorized signatory at the time of submission of RFP as per **Annexure 11**.

6.44. Limitation of Liability

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.

Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

1. "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.

2. "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by bidder as part of procurement under the RFP.

Under no circumstances Bank of shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

6.45. Severability

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

6.46. Delays in Design, Implementation and Performance Guarantee.

The final short listed bidder should submit a performance guarantee valid for contract period from the date of signing the contract with additional claim period of six months after expiry of validity period. The value of the Performance Guarantee as mentioned in PBG Clause 6.4 of this RFP.

The Bidder must strictly adhere to the project timeline schedule, for each assignment for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following at sole discretion of the bank.

- (a) Claiming Liquidated Damages
- (b) Termination of the agreement fully or partly

In addition to the termination of the agreement, Bank reserves the right to appropriate the damages by invoking the performance guarantee.

6.47. Publicity

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

6.48. Privacy and Security Safeguards

The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures

and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

6.49. Adherence to Terms and Conditions:

The bidders 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.

6.50. Other Terms and Conditions:

1. 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.
- Interview the personnel being deployed on the project

2. **Substitution of Project Team Members:** During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise.

3. **Professionalism:** The bidder 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.

4. **Adherence to Standards:** The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities

5. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the bidder.

6. 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.
7. EXPENSES: It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the “Agreed Professional Fee”.
8. The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank.
9. 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.
10. The bidder is expected to quote for the prices of the services exclusive of applicable taxes like GST etc. as on the date of bid submission. The amount of applicable taxes should be given in the commercial as extra. Any upward / downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.

6.51. Authorized Signatory

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

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the company 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.

6.52. 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 (with the exclusion of all other Courts).

6.53. No Employer-Employee Relationship

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

6.54. Minimum Wages

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.

The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any

6.55. Audit and Inspection of Record

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

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

6.56. Completeness of Installation:

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

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

6.57. Disclaimer

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



7. ANNEXURES

7.1. ANNEXURE 1: CERTIFICATE FOR RFP COST WAIVER FOR MSME/NSIC FIRMS

(In Letter head of Chartered Accountant)

Date:

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.2021/2022. Further we certify that the Company is classified under SME as per MSME Act 2006.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature

Name

Reg.No.

VID No.



Seal of the firm

7.2. ANNEXURE 2 : CHECKLIST OF DOCUMENTS TO BE SUBMITTED

1. Index
2. Covering letter. This should be as per **Annexure 5**.
3. Details of the bidder, as per **Annexure 6**.
4. Compliance of eligibility criteria along with support documents
5. Details of the similar assignments executed by the bidder during the last two years (Name of the client, time taken for execution of the assignment and documentary proofs from the clients are to be furnished) Details of Past experiences, as per **Annexure 7**
6. Details of inputs, infrastructure requirements required by the bidder to execute this assignment.
7. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
8. Bid Security/EMD (To be submitted in a separate envelope along with the Technical Bid.)
9. **Annexure 8** : Compliance Agreement
10. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
11. Copy of the Commercial Bid duly masking the price column.
12. Details of the service Centers **Annexure 9**
13. Undertaking of Information Security **Annexure 10**
14. Pre Contract Integrity Pact on Rs.500 Stamp Paper as per **annexure 11**.
15. Model Certificate for Tender Participation as per **Annexure-14B**.
16. List of deviations, if any as per **Annexure-15**.
17. Undertaking for Non Blacklisting as per **Annexure-17**.
18. Undertaking for Not being NPA as per **Annexure-18**.
19. Technical bid with Compliance to Technical Specifications as given in **Annexure H**, complete with all the columns filled in.
20. Manufacturers' Authorization Form as per **Annexure I**, If bidder is OEM itself, **they must submit self-declaration mentioning the make and model of product.**
21. The following information should be furnished along with the Technical bid by means of printed technical brochures as per checklist provided.
 - Make and model numbers of all the items quoted for.
 - Specifications of all items asked along with technical specifications compliance.
 - Version number in case of software packages. It is required to indicate if the software requires any particular version of the operating system for compatibility.
 - Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.
 - Warranty details (for all relevant schedules). This should not contain any price information.
 - Delivery and Implementation schedule.
 - Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
 - Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
 - All documentary evidence wherever required to be submitted be properly arranged.

7.3. ANNEXURE 3 : FORMAT FOR PRE BID QUERIES

A) Queries Related to GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop

GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop						
BIDDERS NAME						
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions	

B) General queries Related to RFP

GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop		
BIDDERS NAME		
Sr. No.	General Query related to RFP	Comment / Suggestions

7.4. ANNEXURE 4 : NON DISCLOSURE AGREEMENT

(On stamp paper of Rs. 500)

This Non-Disclosure Agreement is made and entered into at this ___day of_____ 2023 at ___(Place)_____

BY AND BETWEEN Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 1501, 'Lokmangal' Shivajinagar, Pune – 411005, (hereinafter referred to as "Purchaser/Bank/Disclosing Party" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the FIRST PART and (Name of System Integrator) of (please specify the registered office of the (System Integrator) (hereinafter called "the System Integrator/Contractor/receiving party" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

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

WHEREAS, Bank called for the bids as per GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop. M/s _____ after going through the Bid Documents and being interested to act as consultant as per GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop, has submitted its Bid.

WHEREAS, the bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the System Integrator 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 contract plus 2 years from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive for 2 years after the termination/expiry of the agreement.

Confidential Information does not include information which:

1. 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;
2. is the public domain
- I. is received from a third party not subject to the obligation of confidentiality with

respect to such information

II. is released from confidentiality with the prior written consent of the other party.

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

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

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

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

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

Damages: The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach of contract and undertakes to indemnify for the same

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

Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

Return of information: Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

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

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

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

<i>Disclosing Party</i>	<i>Receiving Party</i>
<i>Representative name:</i>	<i>Representative name:</i>
<i>Address:</i>	<i>Address:</i>
<i>Email:</i>	<i>Email:</i>
<i>Phone number:</i>	<i>Phone number:</i>

The provisions hereunder shall survive termination of the Contract.

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

For and on behalf of ----- Ltd. () (Designation)	For and on behalf of Bank of Maharashtra () (Designation)
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7.5. ANNEXURE 5 : TENDER OFFER COVER LETTER

Date: _____ 2023

Tender Reference No.: GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop

To:

The Deputy General Manager,
Information Technology,
Bank of Maharashtra,
Head Office,
1501, Lokmangal, Shivaji Nagar,
Pune – 411005

Having examined the tender documents including the annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver video conferencing components in conformity with the said tender documents in accordance with the Prices indicated in the Commercial bid and made part of this tender.

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

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

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 3% of the Contract Price for the due performance of the Contract.

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

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

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

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

7.6. ANNEXURE 6: DETAILS OF THE BIDDER

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

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/Mobile	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) FY2020-21 FY2021-22 FY2022-23	
9.	Profit of the company (not of group) FY2020-21 FY2021-22 FY2022-23	
10	Goods And Services Tax Number	
11	PAN Number	
12	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone number & email IDs)	

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

7.7. ANNEXURE 7 : DETAILS OF PAST EXPERIENCES OF HANDLING SIMILAR PROJECT RECORD

Name of the Bidder _____

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

DETAILS OF TRACK RECORD

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

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Note – Bidder is required to provide supporting documents such as credential letters, PO and proof of completion of work, copy of agreement etc.

7.8. ANNEXURE 8 : COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of Bank.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. Bank will make every effort to make the bid process transparent. However, the award decision by Bank would be final and binding on us.
4. We agree not to divulge either our bids or those of other bidders to any other external party.
5. Bank has implemented ISMS framework hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of Bank, bid process, bid technology, bid documentation and bid details. Bank documents remain the property of Bank and all bidders are required to return these documents to Bank upon request.
7. Bank'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 bidders or parts or over time (as in the case of staggered deliveries) will be at Bank'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 would be final and binding on all bidders.
10. Bank has the right to decide to extend, reschedule, cancel the RFP.
11. Please note that BANK may consider debaring a bidder in the event the bidder violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
14. We confirm that this offer is valid for six months from the last date for submission of Tender Documents to the Bank (RFP closing date). Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide consultancy in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.
15. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP DOCUMENT and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank which shall form a valid and binding part of the aforesaid RFP 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.

16. If our Bid is accepted, we undertake to complete the assignments within the scheduled timelines

17. We confirm that this offer is valid for 180 days from the date of tender opening.

18. If successful, we are agreed to provide uninterrupted service till project completion. We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.9. ANNEXURE 9 : DETAILS OF BIDDERS' SERVICE CENTERS

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

Date:

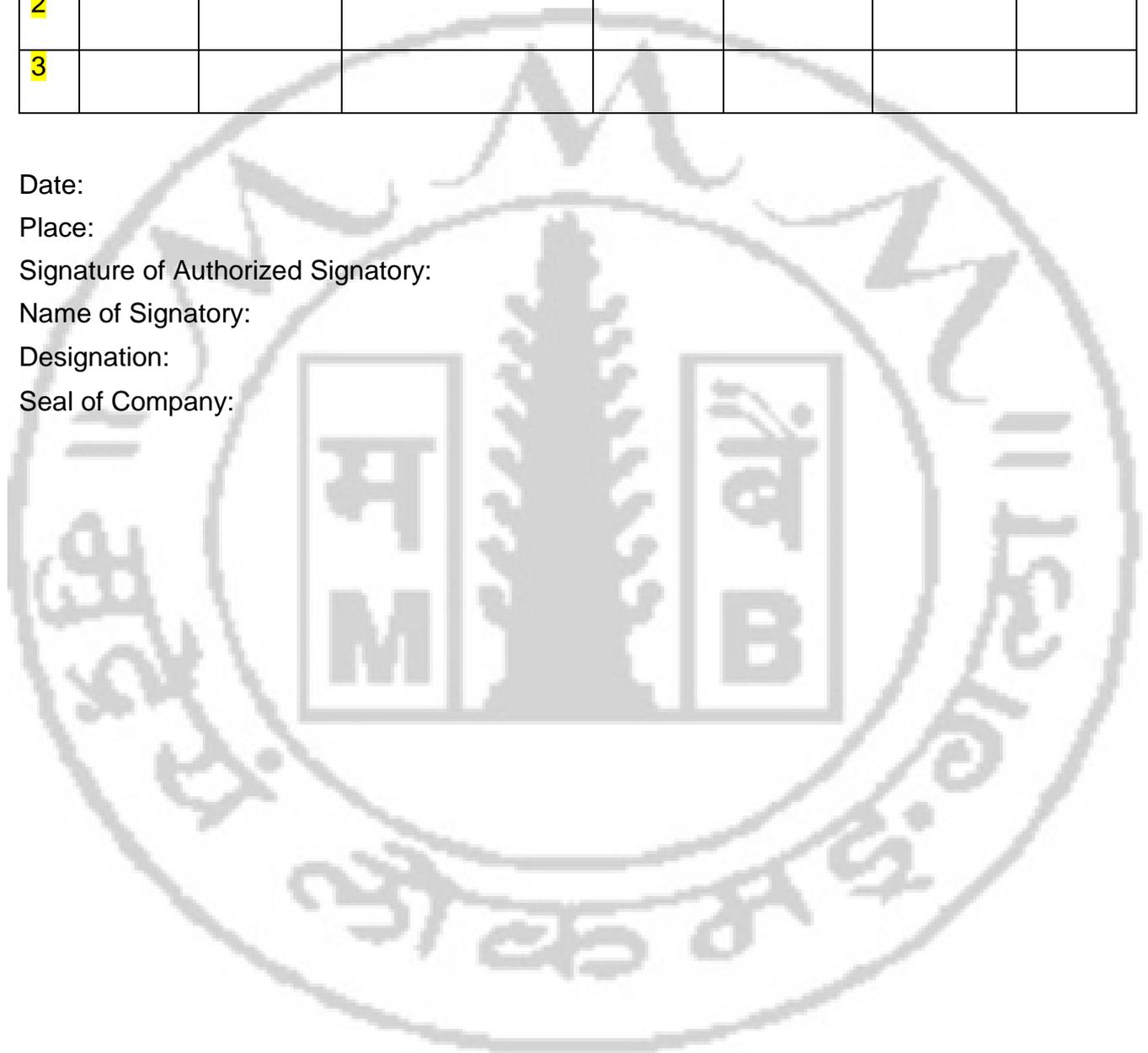
Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.10. ANNEXURE 10: UNDERTAKING OF INFORMATION SECURITY

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

Date: / /

To,
General Manager – Information Technology
Bank of Maharashtra

Sir,

Subject : GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop

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

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



7.11. ANNEXURE 11 : PRE CONTRACT INTEGRITY PACT

General:

"This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2023, between on one hand, Bank of Maharashtra through authorized official Shri _____, General Manager, Information Technology Department, Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 15.1, 'Lokmangal' Shivajinagar Pune – 411005, (hereinafter called the "BUYER", which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the First Part

and

M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER:

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

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

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

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative; for this purpose, would be as defined in Clause 6 of the Companies Act 1956/Section 2(77) of the Companies Act, 2013.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

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

5.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

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

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

5.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

5.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

5.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

5.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened

5.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

6. Fail Clause:

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

7. Independent Monitors:

7.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).

7.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

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

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

7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

7.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference

or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of an provisions of this act or payment of commission the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

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

10. Other Legal Actions:

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

11. Validity:

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

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

12. Other Provisions:

12.1 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

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

BUYER
Name of the Officer
Designation

BIDDER
Chief Executive Officer
(Office Seal)

IT Department
Bank of Maharashtra
(Office Seal)

Place _____

Date _____

Witness:

1 _____
(Name & Address): _____

2 _____
(Name & Address): _____

Witness:

1 _____
(Name & Address): _____

2 _____
Name & Address): _____”

**7.12. ANNEXURE 12 : PERFORMANCE BANK GUARANTEE
(ON A NON-JUDICIAL STAMP PAPER OF RS. 500.00)**

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

Bank Guarantee No.: _____

Amount of Guarantee: Rs. _____/-

Guarantee Valid up to:

Last date of lodgment of claim:

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

Whereas engagement letter no. _____ PO/LOI _____ dated _____ 20__ (hereinafter called the "**Contract**") for Rs. _____/- (Rs. _____ only) placed by the Beneficiary Bank on M/s _____, having its Head Office at _____ and a branch office at _____ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor have to _____ (Name of the Project) _____ as per the engagement letter referred hereinabove.

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

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:-

In consideration of Bank of Maharashtra, the beneficiary bank, having issued engagement letter No. _____ PO/LOI _____ dated _____ 20__ for Rs. _____/- (Rs. _____ only) on M/s _____, having its Head Office at _____ for

_____(Name of the Project)_____ as per the engagement letter referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:

- a) To indemnify and keep indemnified the beneficiary bank for the losses and damages that may be caused to or suffered by the beneficiary bank in the event of non-performance of whatever nature on the part of the contractor in discharging their contractual obligations under the said contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. _____/- (Rs. _____ only) without demur and without Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary Bank shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.
- b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary bank or up to _____ months _____, which is earlier.
- c) This guarantee shall not in any way be affected by the change in the constitution of the contractor or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary bank or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary bank.
- d) To pay to the beneficiary Bank any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- e) We, _____ (indicate the name of Guarantor Bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary Bank in writing, and the guarantee shall remain in full force and continuing till all dues claimed are paid

Notwithstanding anything contained herein:

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

IN WITNESS WHEREOF the Bank has put 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

Place:

SEAL

Code No.

SIGNATURE

7.13. ANNEXURE 13 : LETTER FOR REFUND OF EMD

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

To,

Deputy General Manager,
Information Technology Department
Bank of Maharashtra

Dear Sir,

SUB: LETTER FOR REFUND OF EMD

REF: YOUR RFP NO: 10/2023-24 GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop dated 23/05/2023

We _____ (Company Name) had participated in the Request for Proposal (RFP) GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr No	Bidder Name	DD/BG Number	Drawn on Bank Name	Amount (Rs)
-------	-------------	--------------	--------------------	-------------

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

7.14. ANNEXURE 14 : RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017 FOR TENDER PARTICIPATION

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority. (Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

7.15.ANNEXURE 14 B: MODEL CERTIFICATE FORMAT FOR TENDER PARTICIPATION TO BE SUBMITTED BY BIDDERS

To
Deputy General Manager
Information Technology Department
Bank of Maharashtra

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

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India as mentioned in Annexure- 14 of this RFP document.

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

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

Yours faithfully,

Authorized Signatory

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

7.16. ANNEXURE 15 : LIST OF DEVIATIONS REQUESTED

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

Sub: RFP NO: 10/2023-24 GeM BID No.GEM/2023/B/3482476 RFP for Supply, Installation & Maintenance of Laptop

[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 Detailed Scope of work, Service levels, Instruction to Bidders, Experience in related projects, etc. You are also requested to provide a reference of the page number, state the clarification point and the deviation that you propose as shown below.]

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Deviations requested	Justification
1					
2					
3					
4					
5					
6					
7					
8					

Notwithstanding the request for deviations submitted as above, we understand that the Bank shall have the right to accept or reject the requested deviations without any right to represent to the bidders. The Decision of the bank in this regard shall be final and binding on the part of bidder.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

7.17. ANNEXURE 16: LIST OF ZONAL OFFICES

S NO	ZONE NAME
1.	DELHI
2.	LUCKNOW
3.	KOLKATA
4.	CHANDIGARH
5.	BHOPAL
6.	INDORE
7.	RAIPUR
8.	JABALPUR
9.	NOIDA REGION
10.	AHMEDABAD
11.	SURAT REGION
12.	MUMBAI CITY REGION
13.	MUMBAI SUBURB REGION
14.	THANE
15.	NAVI MUMBAI
16.	KOLHAPUR
17.	SOLAPUR
18.	SATARA
19.	PUNE WEST
20.	PUNE CITY
21.	PUNE EAST
22.	JAIPUR
23.	AHMEDNAGER
24.	AURANGABAD
25.	LATUR
26.	CHANDRAPUR
27.	NAGPUR
28.	AMRAVATI
29.	AKOLA
30.	NASIK
31.	JALGAON
32.	GOA
33.	BANGLORE
34.	CHENNAI
35.	HYDERABAD
36.	PATNA REGION
37.	BHUBANESHWAR
38.	GUWAHATI
39.	ERNAKULAM
40.	HEAD OFFICE, PUNE
41.	MALEGAON
42.	LUDHIANA
43.	VIJAYAWADA

7.18. Annexure 17-UNDERTAKING BY BIDDER FOR NON BLACKLISTING

The Deputy General Manager,
Information Technology Department,
Bank of Maharashtra, 1501,
'Lokmangal', Shivajinagar,
Pune - 411005

Undertaking (To be submitted by all Bidders' on their letter head)

We _____(bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the any Central government organization /State Government/ PSU/banks/insurance sector/Any regulators/ any other financial institutions in India.
- We also undertake that; we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

7.19. ANNEXURE-18-UNDERTAKING FOR NOT BEING NPA

Performa of letter to be given by all the vendors participating in the SERVICE PROVIDER FOR Supply, Installation, and Maintenance of Laptop on their official letter-head

Date:

To,

The Deputy General Manager,
Information Technology,
Bank of Maharashtra,
Head Office,
1501, Lokmangal, Shivaji Nagar,
Pune – 411005

Sir,

Sub: Supply, Installation, and Maintenance of Laptop

Undertaking (To be submitted by all Bidder's on their letter head)

We _____ (bidder name), hereby undertake that-

- We have not have been declared NPA by any Bank in India.
- Further, we do not have any pending case with any organization across the globe which affects our credibility to service the bank.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

7.20. Annexure 19: BG format for EMD
(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)

(ON A NON-JUDICIAL STAMP PAPER OF RS. 500.00)

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date:

Period of Bank Guarantee: Valid up to

Amount of Bank Guarantee: Rs. /-

To,
Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

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

Whereas the Beneficiary had invited tenders for XXXXXXXXXXXX, vide tender No: XXXXX dated: XXXXXX.

One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days) for Rs XXXXXXX/- (Rs. XXXXXXX 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.

M/s <Bidder Name>. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Servers at given locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.

At the request of the said M/s.<Bidder Name>. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the promises 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. XXXXX/- (Rs. XXXXXXX 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:

The liability of the Bank under this Bank Guarantee shall not exceed Rs. XXXXXX/-. (Rupees XXXXXX only).

This Bank Guarantee shall be valid up to _____.

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

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

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

For and on behalf of the Guarantor Do so and

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

7.21. ANNEXURE A : COMMERCIAL BID FORMAT

The bidder is required to update the commercials in the following format:

Table1

Sl.	Item	Qty	Rate (per unit) incl. all other taxes and levies exclusive of GST	Total Amount incl. all other taxes and levies exclusive of GST
1	Enterprise Level Laptops- Category B with 3 Year onsite comprehensive onsite warranty (Detailed technical Specifications mentioned under Technical Specifications Clause) to be supplied with Mouse and Carry bag.	130	Rs. _____	Rs. _____
	Total Cost of Ownership (in figures)	130		Rs. _____

Total Cost of Ownership (Rupees in words) :- _____

Terms & Conditions:

1. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in table above. Bank reserves the right to implement or drop any of the above listed items without assigning any reason.
2. If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost
3. The price quoted for the project should be an all-inclusive price including any taxes, expenses and levies but excluding GST and is a fixed price.
4. Bank will deduct applicable TDS, if any, as per the law of the land.
5. The quoted fixed cost against each item shall remain unchanged till the completion of the Project(s).
6. The base project location will be Pune.
7. The TCO in words is amount on which the commercial evaluation will be conducted.
8. All prices to be valid for a period of 1 years from the date of contract execution / signing.
9. The Bank reserves the right to renew the contract post completion contract period and the commercials for the same will be discussed based on the scope of work.
10. Bidder should factor all your expenses like travelling, boarding, lodging etc. Apart from amount specified in Commercials, no other expenses will be paid by the Bank.
11. The cost quoted is in fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.

- 12. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
- 13. cost is payable only on actual availing of services and no minimum or fixed fees are payable.
- 14. Bidder is expected to provide detail bill of material along with the commercial proposal for the proposed hardware and appliances.

Place:

Date:

Seal & Signature of the Bidder



7.22. ANNEXURE B: DETAILED TECHNICAL SPECIFICATIONS OF LAPTOP

Laptop Configuration

Category- B

Parameter	Specification Required
Make	<To be specified by the bidder>
Model	<To be specified by the bidder>
Form Factor	Calmshell
Chassis	Aluminium or Metallic Body with metallic hinges, ABS Plastic /Plastic fibred body not acceptable
Processor	12 th Generation Intel® Core i5-1235U processor with (up to 4.4 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 10 cores
Chipset	Integrated in Processor
Memory description	16 GB DDR4-3200 Mhz ,should support Dual Channel, Memory expandability up to 32 GB with 2 DIMM Slots
Video Display size	Minimum 14" WXGA+ Anti-Glare LED Display
Display resolution	14" , FHD (1920 x 1080), , anti-glare, 250 nits with digital microphone and HD+IR Webcam should support Microsoft Windows hello
Ports	Video: 1 HDMI 2.1, Audio: 1 Headphone/microphone combo jack, USB:3 USB 3.1 Gen 1, & At least 1 USB Type C with power delivery & display port
Slots	3 M.2 for WLAN & Storage
Storage	Internal SSD(Solid State Drive) – 512 GB
Audio	Integrated audio with internal speakers and micro phone
Communications	Minimum 1 no. USB 3.0 & 2 no. USB 2.0, HDMI, Integrated NIC (10/100/1000) RJ45 TCP/IP v4 & 6 ready, Integrated Wireless LAN 802.11b/g/n, Bluetooth v2.0, Audio in/out, Integrated card reader.
Web Camera	Integrated WEB Camera
Power	a) Power adapter b) 3-cell, 51 Whr Li-ion Longlife Battery with 1000 charge, should Support battery fast charge - Approximately 50% in 30 minutes, should be able to provide battery backup of at least 10 Hours in ideal test conditions.
Keyboard	spill resistant & backlit keyboard
Pointing Device	Touchpad with gestures support
Operating systems	Windows 11 Professional 64-bit Downgrade to Windows 10 preloaded with following components as a part- I. Windows 11 professional 64 Bit recovery Media II. Product manuals Note: Bidder must furnish a list of serial numbers of all CoA along with the corresponding list of PC system serial numbers for Operating system licenses or must provide Digitally purchased key for OS licenses. The Windows must be Pre-Activated in Laptops
Certification	ISO 9001,14001,20001,27001, Microsoft Windows 11,FCC,CE, RoHS, UL, EPEAT Gold, Energy Star 8, TCO & 18 MIL-STD 810 G
Manageability	Integrated utility to enables hardware level testing outside the operating system & Drivers should be available on OEM Website for download
Security Feature	TPM 2.0 or above mandatory, Provision for automatically detect, stop, and recover from a BIOS attack or corruption without manual intervention, Integrated protection from malware on malicious websites, Integrated

	protection from malware on malicious websites, Integrated real-time detection and prevention of zero-day threats and advanced persistent threat (APT) attacks for Windows applications
Power Supply	65 W with 88% average efficiency or better Adapter
Warranty	3 years comprehensive onsite warranty including battery and charger.
Security Management Features	Steel-reinforced Cable Lock Slots (Kensington lock slot) ; BIOS password protection; HDD password protection; Setup password, Biometric (optional)
Mobility	With Carry case
Weight	up to 1.4 Kg including battery
External Mouse	Optical laptop Mouse (Scroll Wheel) with mouse pad

ANNEXURE C : SCOPE OF WORK

Scope of Work

Bank intends to purchase Laptop for Bank officials, therefore Bank intends to engage vendor for Supply, Installation, commissioning, Configuration, and Maintenance of Laptop.

Quantity of Laptop:

Sl.	Category type	Quantity (in numbers)
1.	Laptop (Category-B)with detailed Technical Specification as per Annexure- B	130
2.		
	Total	130

Note: Bank reserve the rights to alter the quantity in above category by +/- 25%, also to delete the one or more line items mentioned above.

7.22.1.Requirement:

Brand new Laptop should be supplied as per the specification mentioned in **Annexure - H**. The Laptop supplied must carry Three (3) years comprehensive onsite warranty support.

7.22.2.Features:

The proposed Laptop and its O/S should be latest model and should be supported by the OEM for next three years. It should not use any of the prohibited Hardware / Software items prescribed by RBI, Cert-IN and Govt. of India.

Laptop should not contain any malware, any malicious applications or software while handing over to Bank.



7.23. ANNEXURE D : ELIGIBILITY EVALUATION

The Bidder is required to meet the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

ELIGIBILITY CRITERIA COMPLIANCE TABLE

Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
1	The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 5 years from the date of issuance of RFP.		Copy of the Certificate of Incorporation copies of memorandum and article of association. PAN Card, GST Registration.
2	Bidder should have minimum average annual turnover of Rs. 3.60 Crores each during the last three financial years that is FY 2020-21, FY 2021-22 and FY 2022-23 as per audited financial statements. This must be individual company and not of any group of companies.		Copy of the audited Balance Sheet for preceding three years. FY 2020-2021 FY 2021-2022 FY 2022-2023* *If audit for the year 2022-23 is not completed, then provisional balance sheet for the year 2022-2023 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company
3	The Bidder should be a profit making company/organization and should have earned Net profit or positive net worth in at least two of the preceding three Financial Years		Copy of the audited Balance Sheet for preceding three years. FY 2020-2021 FY 2021-2022 FY 2022-2023 *If audit for the year 2022-23 is not completed, then provisional balance sheet for the year 2022-2023 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company
4	The Original Equipment Manufacturer (OEM) should have ISO 9001:2015 certification for Design & manufacturing of Laptop.		Necessary valid certificate be enclosed.

Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
4	If the bidder is an authorized supplier of the Laptop, then the original manufacturer shall also meet the turnover and financial criteria mentioned above		<p>Copy of the audited Balance Sheet for OEM for preceding three years. FY 2020-2021 FY 2021-2022 FY 2022-2023</p> <p>*If audit for the year 2022-23 is not completed, then provisional balance sheet for the year 2022-2023 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the OEM</p> <p>Also Manufacturer's Authorization Form (MAF) from OEM on OEM's Letter head needs to be submitted by bidder as per Annexure-I of this RFP.</p>
5	The bidder / OEM shall have support centers at minimum 43 locations across the country (refer annexure 16) either own or through franchisee.		List of such support centers with contact persons, telephone numbers and addresses should be enclosed (Refer Annexure-9) .
6	The bidder should have support Office/Branch in Pune. In case direct support offices of the bidder is not present in Pune then an undertaking to be provided by the bidder stating that direct support would be provided by the Bidder at Pune		Supporting document. Undertaking confirming availability of direct support at Pune
7	The Bidder shall not have been blacklisted by any government organization/State Govt./PSU/banks.		Self-Declaration / An undertaking on letter head to this effect is to be submitted by the bidder with Technical Bid. (As per Annexure-17)
8	Self-declaration certified by Statutory Auditor stating that the Bidder is not having any legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under the Contract; and (b) no		Self-Declaration duly certified by Statutory Auditor.

Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	<p>inquiries or investigations have been threatened, commenced or pending against the Bidder or any sub-Bidder / third party or its team members by any statutory or regulatory or investigative agencies. Bidder to submit declaration in this regard duly certified by Statutory Auditor.</p>		
9	<p>The Bidder/Bidder's parent company should not have been declared Non-Performing Asset (NPA) and defaulter in repayment of instalments by any BFSI organization as on date of submission of the tender, otherwise the bid will not be considered.</p>		<p>Self-Declaration letter signed by Authorized Signatory to be submitted as per Annexure-18.</p>
10	<p>The bidder should have supplied minimum 500 Laptop in single order/multiple orders to any in India cumulatively during previous three financial years from the date of issuance of RFP to any Central Govt./State Govt./PSU/BFSI/reputed Private Firms/MNCs</p>		<p>Successful completion certificates or engagement letter from the Bank. Or PO / Agreement copy along with latest invoice</p> <p>The Bidder to submit successful completion letter/PO or legal agreement and latest invoice</p>
11	<p>The bidder should have executed orders for supply of Laptop to Central Govt./State Govt./PSU/BFSI/reputed Private Firms/MNCs of value Rs. 1.0 Crore or more under at least three order during last three financial years. Necessary certificates to that effect from the banks should be enclosed.</p>		<p>Successful completion certificates or engagement letter from the Bank. Or PO / Agreement copy along with latest invoice</p> <p>The Bidder to submit successful completion letter/PO or legal agreement and latest invoice.</p>
12	<p>Adoption Integrity Pact</p>		<p>Submitted Integrity Pact on Rs. 500 Stamp Paper as format prescribed in Annexure 11</p>

Note:

- 1) Bidder are supposed to provide adequate evidences in order to confirm their eligibility Compliance. It is in the interest of bidders to submit clear, precise & complete evidence in support of each of the eligibility mentioned above.

- 2) For Eligibility Evaluation Bank rely completely on the response submitted by bidders as a part of their Eligibility & Technical Bid. Any assumptions made may not be taken into consideration. Bank shall also not be responsible in case of any omissions/mistakes or incomplete responses submitted by the bidder and reserves the right to carry out eligibility evaluation solely based on the responses submitted by the bidders.
- 3) Documentary evidence must be submitted for each criterion.

Note: In line with the contents of order No. 6/18/2019-PPD (Public Procurement No. 1) dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23rd July 2020 for the “restrictions under Rule 144 (xi) of the General Financial (GFRs), 2017, Any bidder from a country which shares a land border with India will be eligible to bid this tender only if the bidder is registered with the competent Authority. Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)). For details please refer Annexure 26 of this RFP. For any further reference in this regard, Compilation of amendments in GFR, 2017 updated up to June,2022 issued by Department of Expenditure, Ministry of Finance , GoI shall be applicable.



7.24. ANNEXURE E : PAYMENT TERMS

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders 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 bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the bidder in the price bid against such activity / item.

The payment will be released as follows:

Bank of Maharashtra will make payment as follows:

1. 90 % of the order value will be paid on completion of delivery, installation, commissioning, testing and signoff of all the Laptop ordered.
2. Out of the balance 10%, 1% amount would be retained by the Bank till expiry of warranty period and 9% would be paid against submission of Performance Bank Guarantee.
3. Payment will be processed and released centrally only after submission of all required documents.

Description of the envisaged scope is enumerated as part of Annexure C of this RFP; however, the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions. **The bidder needs to quote as per the Bill of Materials mentioned in Annexure A.**

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

7.25. ANNEXURE F : PROJECT TIMELINES

Delivery, Installation and Commissioning

The Bidder shall be responsible for delivery and installation of the Laptop ordered and for making them fully operational at no extra charge **within 6 weeks of acceptance of the purchase order at each and every designated location**. The signing authority will be Branch Manager or Authorized Official at branch / office. Bidder shall also be responsible for installing requisite application software and middleware required by the Bank e.g. antivirus and also to do the required hardening as per Bank's procedure on the Laptop. The dump of required software shall be provided by the Bank

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

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

7.26. ANNEXURE G : SERVICE LEVEL REQUIREMENTS

Liquidated Damages:

If there is a delay by the bidder in the delivery of the complete hardware and software as will be mentioned in the purchase order (beyond 6 weeks from the date of PO), the bidder will be liable to pay a sum of 1% (one percent) of the order value per site per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank. In case the complete delivery is delayed beyond the scheduled delivery date, Bank reserves the right to cancel the contract and return the partially delivered Laptop, if any, at the cost of the bidder. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value.

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

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

If the selected bidder fails to complete the due performance as per this RFP, Bank reserves the right to terminate the contract and recover Liquidated Damages of 10% of contract value.

The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.

Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.

Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.

Service Levels & Penalty for deficiency in service:

Bidder should provide facility of call (fault) logging through telephone, e-mail, FAX, web portal, etc. and bidder must submit call wise details monthly during warranty period along with invoice otherwise payment will not be released.

Any Laptop that is reported to be down by 3.00 p.m. on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) latest in next three (3) working days.

In case bidder fails to meet the above standards of maintenance (beyond permissible limit as above), **Bank may impose penalty of Rs. 100/- per Laptop per day.**

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



7.27. ANNEXURE H: COMPLIANCE TO LAPTOP CONFIGURATIONS
Laptop Configuration

Category- B

SN	Parameter	Specification Required	Complied (Y/N)	Details of Parameter offered
1.	Make	<To be specified by the bidder>		
2.	Model	<To be specified by the bidder>		
3.	Form Factor	Calmshell		
4.	Chassis	Aluminium or Metallic Body with metallic hinges, ABS Plastic /Plastic fibred body not acceptable		
5.	Processor	12 th Generation Intel® Core i5-1235U processor with (up to 4.4 GHz with Intel® Turbo Boost Technology, 12 MB L3 cache, 10 cores		
6.	Chipset	Integrated in Processor		
7.	Memory description	16 GB DDR4-3200 Mhz ,should support Dual Channel, Memory expandability up to 32 GB with 2 DIMM Slots		
8.	Video Display size	Minimum 14” WXGA+ Anti-Glare LED Display		
9.	Display resolution	14” , FHD (1920 x 1080), , anti-glare, 250 nits with digital microphone and HD+IR Webcam should support Microsoft Windows hello		
10.	Ports	Video: 1 HDMI 2.1, Audio: 1 Headphone/microphone combo jack, USB:3 USB 3.1 Gen 1, & At least 1 USB Type C with power delivery & display port		
11.	Slots	3 M.2 for WLAN & Storage		
12.	Storage	Internal SSD(Solid State Drive) – 512GB		
13.	Audio	Integrated audio with internal speakers and micro phone		
14.	Communications	Minimum 1 no. USB 3.0 & 2 no. USB 2.0, HDMI,		

SN	Parameter	Specification Required	Complied (Y/N)	Details of Parameter offered
		Integrated NIC (10/100/1000) RJ45 TCP/IP v4 & 6 ready, Integrated Wireless LAN 802.11b/g/n, Bluetooth v2.0, Audio in/out, Integrated card reader.		
15.	Web Camera	Integrated WEB Camera		
16.	Power	a) Power adapter b) 3-cell, 51 Whr Li-ion Longlife Battery with 1000 charge, should Support battery fast charge - Approximately 50% in 30 minutes, should be able to provide battery backup of at least 10 Hours in ideal test conditions.		
17.	Keyboard	spill resistant & backlit keyboard		
18.	Pointing Device	Touchpad with gestures support		
19.	Operating systems	Windows 11 Professional 64-bit Downgrade to Windows10 preloaded with following components as a part- III. Windows 11 professional 64 Bit recovery Media IV. Product manuals Note: Bidder must furnish a list of serial numbers of all CoA along with the corresponding list of PC system serial numbers for Operating system licenses or must provide Digitally purchased key for OS licenses. The Windows must be Pre-Activated in Laptops		
20.	Certification	ISO 9001,14001,20001,27001, Microsoft Windows 11,FCC,CE, RoHS, UL, EPEAT Gold, Energy Star 8, TCO & 18 MIL-STD 810 G		
21.	Manageability	Integrated utility to enables hardware level testing outside the operating system & Drivers should be available		

SN	Parameter	Specification Required	Complied (Y/N)	Details of Parameter offered
		on OEM Website for download		
22.	Security Feature	TPM 2.0 or above mandatory, Provision for automatically detect, stop, and recover from a BIOS attack or corruption without manual intervention, Integrated protection from malware on malicious websites, Integrated protection from malware on malicious websites, Integrated real-time detection and prevention of zero-day threats and advanced persistent threat (APT) attacks for Windows applications		
23.	Power Supply	65 W with 88% average efficiency or better Adapter		
24.	Warranty	3 years comprehensive onsite warranty including battery and charger.		
25.	Security Management Features	Steel-reinforced Cable Lock Slots (Kensington lock slot) ; BIOS password protection; HDD password protection; Setup password, Biometric (optional)		
26.	Mobility	With Carry case		
27.	Weight	up to 1.4 Kg including battery		
28.	External Mouse	Optical laptop Mouse (Scroll Wheel) with mouse pad		

Date:
 Place:
 Signature of Authorized Signatory:
 Name of Signatory:
 Designation:
 Seal of Company:

7.28. ANNEXURE I : MANUFACTURER’S AUTHORIZATION FORM (MAF)

No. _____ dated _____

TO

Dear Sir,

Tender Reference No. _____

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

We confirm that our company (as a single unit, not the group) has net sales turnover exceeding Rs 3.60 crores each in last three financial years (i.e. 2020-21,2021-22 & 2022-23). We also confirm that our company has made a net profit after tax in ___ years in last three Financial Years.

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

Yours faithfully,
(Name)

for and on behalf of

M/s _____
(Name 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.