



## Bank of Maharashtra

# REQUEST FOR PROPOSAL FOR Appointment of Consultant for CBS Contract Renewal

**TENDER REFERENCE # 152016**



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

Cost of Tender Document: Rs. 10,000/-

**Important Clarifications:**

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. RFP means the Request for Proposal no 152016 - Document for appointment of Consultant for CBS Contract Renewal.
3. Bidder means the respondent to the RFP document
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 – 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

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.

## NON-DISCLOSURE AGREEMENT

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for Proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed. The NDA must be executed on the bidder's company letterhead. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA) must sign the NDA.

NDA format is provided below.

**(On the Letterhead of the bidder)**

### Strictly Private and Confidential

Dy. General Manager  
Information Technology

Bank of Maharashtra  
"Lokmangal", 1501, Shivajinagar  
Pune

Maharashtra, India

[Date]

[Salutation]

### Non-Disclosure Agreement

We acknowledge that during the course of bidding for Request for Proposal (RFP) appointment of Consultant for CBS contract renewal, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This Agreement shall not prohibit disclosure of Confidential Information:

- To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for appointment of Consultant for CBS Contract renewal;
  - To the extent that such disclosure is required by law;
  - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
  - To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
- For the purpose of a disclosure permitted by item 5 above; and
  - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
7. This Agreement shall not apply to Confidential Information that:
- Is in the public domain at the time it is acquired by us;
  - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
  - Is already in our possession prior to its disclosure to us; and
  - Is independently developed by us.
8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
10. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
11. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Pune courts.

Yours sincerely

Signature and Stamp of Company

**[Authorized Signatory (same as signing the proposal) – Bidder]**

Name:

Position:

Date:

We have read this Agreement fully and confirm our agreement with its terms

<b>1. INVITATION FOR TENDER OFFERS:</b>	<b>7</b>
<b>2. BANK PROFILE</b>	<b>9</b>
<b>3. CURRENT HIGH LEVEL TECHNOLOGY ENVIRONMENT</b>	<b>9</b>
<b>4. CURRENT RFP OBJECTIVES:</b>	<b>10</b>
4.1 PROJECT OBJECTIVE	10
4.2 CONSULTANCY PROJECT SCOPE:	10
4.3 FOR ASSISTING THE BANK FOR END-TO END CONTRACT RENEWAL WITH THE SYSTEM INTEGRATOR.	11
4.4 PROJECT MANAGEMENT FOR IMPLEMENTATION OF THE CONTRACT RENEWAL.	12
<b>5. INSTRUCTIONS TO BIDDERS</b>	<b>13</b>
5.1. SINGLE BID SYSTEM TENDER	13
5.1.1. ANNEXURE TO THE TENDER	14
5.1.2. ELIGIBILITY CRITERIA	15
5.1.3. TERMS AND CONDITIONS	15
5.1.4. NON-TRANSFERABLE TENDER	15
5.1.5. SOFT COPY OF TENDER DOCUMENT	15
5.1.6. OFFER VALIDITY PERIOD	15
5.1.7. ADDRESS FOR COMMUNICATION	15
5.1.8. PRE-BID MEETING	16
5.1.9. OPENING OF OFFERS BY BANK OF MAHARASHTRA	16
5.1.10. SCRUTINY OF OFFERS	17
5.1.11. TECHNICAL BID EVALUATION CRITERIA:	18
5.1.12. COMMERCIAL EVALUATION:	19
5.1.13. CLARIFICATION OF OFFERS	21
5.1.14. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER	21
5.1.15. SUBMISSION OF TECHNICAL DETAILS	21
5.1.16. FORMAT FOR TECHNICAL BID	21
5.1.17. MASKED COMMERCIAL	22
5.1.18. FORMAT FOR QUOTING COMMERCIALS	22
5.1.19. COSTS & CURRENCY	23
5.1.20. FIXED PRICE	23
5.1.21. SHORT-LISTING OF BIDDERS	23
5.1.22. RIGHT TO ALTER SCOPE	23
5.1.23. QUALIFICATION CRITERIA	23
5.1.24. EARNEST MONEY DEPOSIT	26
5.1.25. CANCELLATION OF CONTRACT AND COMPENSATION	26

5.1.26.	PROFESSIONAL FEES	27
5.1.27.	ASSIGNMENT	27
5.1.28.	SUBCONTRACTING	27
5.1.29.	LIMITATION OF LIABILITY	27
5.1.30.	CONFLICT OF INTEREST:	27
<b>6.</b>	<b>TERMS AND CONDITIONS</b>	<b>28</b>
6.1.	PROJECT TIMELINE	28
6.2.	PAYMENT TERMS	28
6.3.	NON-DISCLOSURE AGREEMENT:	29
6.4.	DELAYS IN DESIGN, IMPLEMENTATION AND PERFORMANCE GUARANTEE.	29
6.5.	LIQUIDATED DAMAGES	29
6.6.	INDEMNITY	29
6.7.	PUBLICITY	30
6.8.	FORCE MAJEURE	30
6.9.	RESOLUTION OF DISPUTES	30
6.10.	PRIVACY AND SECURITY SAFEGUARDS	31
6.11.	CONFIDENTIALITY	31
6.12.	ADHERENCE TO TERMS AND CONDITIONS:	31
6.13.	EXECUTION OF SLA/NDA:	31
6.14.	OTHER TERMS AND CONDITIONS:	31
<b>7.</b>	<b>PROPOSAL AND OTHER FORMATS</b>	<b>34</b>
7.1.	ANNEXURE A: TECHNICAL PROPOSAL FORMAT:	34
7.2.	ANNEXURE B: COMMERCIAL FORMAT	36
7.3.	ANNEXURE C: COMPLIANCE CERTIFICATE	39
7.4.	ANNEXURE D: PROPOSED TEAM PROFILE	40
7.5.	ANNEXURE E : PROFORMA OF LETTER FOR COMPLYING WITH TERMS & CONDITIONS OF RFP	41
7.6.	ANNEXURE F: PROFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT	42
7.7.	ANNEXURE G: FORMAT OF TENDER OFFER COVERING LETTER	44
7.8.	ANNEXURE H: CHECK LIST OF DOCUMENTS TO BE SUBMITTED	45
1.1.	ANNEXURE I: CONFLICT OF INTEREST UNDERTAKING	46
1.2.	ANNEXURE J: INTEGRITY PACT	47
1.3.	ANNEXURE K: GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION	54
1.1.	APPENDIX 1- FORMAT A01: FORMAT FOR SPECIFIC QUERIES RELATED TO RFP 152016	61
1.2.	APPENDIX1 – FORMAT A02: FORMAT FOR GENERAL QUERIES NOT RELATED TO RFP 152016	61

## 1. INVITATION FOR TENDER OFFERS:

Bank of Maharashtra invites sealed tender offers (Technical bid) from eligible, reputed **institutions / professional firms / companies** for appointment of Consultant for CBS Contract Renewal.

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.10,000/- (Rupees Ten Thousand only) by Demand Draft / Bankers Cheque in favour of Bank of Maharashtra and payable at Pune.

Important information regarding Bid submission

Tender Reference number	<b>152016</b>
Price of Tender Copy	Rs.10,000/-
Earnest Money Deposit (EMD)	Rs.5,00,000/-
Date of commencement of sale of tender document	8-FEB-2017
Last Date of sale of tender document	28-FEB-2017 up to 13.00 hours
Queries to be mailed by	14-FEB-2017 up to 14:00 Hours
Pre-bid meeting date	15-FEB-2017 at 3:30 PM Head Office Pune <b>(Purchase of Tender Document is mandatory for participating in pre-bid meeting)</b>
Queries in prescribed format to be mailed to	agmitd@mahabank.co.in Keshav.metkar@mahabank.co.in
Last Date and Time for receipts of tender offers	28-FEB-2017 up to 14.00 hours
Time and Date of Opening of technical bids	28-FEB-2017 up to 16.00 hours
Reverse Auction	Will be informed to Technically qualified bidders separately
Place of Opening tender offers	Bank of Maharashtra Information Technology Department Head Office, 1501, Lokmangal, Shivaji Nagar, Pune – 411 005.
Address for Communication	As above
Contact Telephone Numbers	Phone : 020 – 25614423 / 25614411

- **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.**

The copy of the RFP document may be obtained during office hours on aforesaid working days in person by paying an amount of Rs. 10,000/- (Non Refundable) by way of Demand Draft favoring “BANK OF MAHARASHTRA” payable at Pune.

The Bank reserves the right to reject any or all offers without assigning any reason.

Please note that the prospective bidder needs to purchase the tender document from the Bank in order to bid. Reply to the queries would be sent only to those bidders who purchase the tender document.

**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.**

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

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

**General Manager  
Information Technology**



## 2. BANK PROFILE

Bank of Maharashtra is a Nationalized Bank with a standing of more than 80 years. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office.

The Bank has 1880 + branch offices across the length and breadth of the country. In the State of Maharashtra, the Bank has 1000 + branch offices, the largest network of branches by any Public Sector Bank in a State. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporates, Agriculturists and Importers & Exporters. All the Branches of the Bank are networked and under Core Banking Solution.

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

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

## 3. CURRENT HIGH LEVEL TECHNOLOGY ENVIRONMENT

Bank of Maharashtra 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, Telebanking, SMS Banking, Mobile Banking, Internet Banking
- ▶ Security Operations Centre
- ▶ Automated Data Flow
- ▶ Own ATM Switch & 1846 ATMs
- ▶ A Two Factor Authentication Solution 'Mahasecure' for Internet Banking
- ▶ New Mobile Banking Solution
- ▶ New Contact Centre
- ▶ Centralized Liabilities Processing Centre in Pune
- ▶ Mail Messaging system

The Bank has implemented Core banking Solution B@ncs24, with TCS as the systems Integrator for the project. The Bank has also implemented various other related applications As part of the CBS project e.g. Forex & Trade Finance, Anti-Money Laundering (AML) , Government Business, Internet Banking, General Ledger, FTP etc. The Bank had also, as part of the CBS implementation project, put in place a hardware infrastructure designed to support business requirement for a period of Five years. Taking into account technology obsolescence and cost-benefit analysis, the Bank carried out CBS hardware Refresh in the year 2016 for all the

core servers supporting the Core Banking Solution and related infrastructure providing storage functionality. The core infrastructure for the Core Banking Solution (CBS) is hosted at the Data Centre (DC) and Disaster Recovery Site (DR). The DC is hosted at Pune. The DRS is hosted at third party premise at Hyderabad. The Bank now envisages review of existing non-core hardware infrastructure and explore the possibility of upgradation / virtualization in order to meet account and transactions growth to service its requirements. The existing contract with the CBS systems integrator, M/s Tata Consultancy Services (TCS) is effective from 01.10.2012 and is valid up to 30.09.2017. The Bank needs to initiate the process for drafting the revised agreement and other terms & conditions including that related to facility management (FM) services.

The Bank has already deployed various IT applications / products like Core Banking, Internet Banking, Mobile Banking, Own ATM Switch with 1849 ATMs, RTGS / NEFT, Security Operations Centre, Automated Data Flow, Mahasecure etc. In addition to these, the bank proposes to implement several new IT projects on an ongoing basis depending on their needs and the changing technology and regulatory environment.

To provide suitable and appropriate technical consultancy services, Bank of Maharashtra 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.

#### 4. CURRENT RFP OBJECTIVES:

##### 4.1 PROJECT OBJECTIVE

The Bank wishes to appoint competent Service Provider (VENDOR / CONSULTANT) or consultant for:

1. Assist the Bank in the end-to-end contract renewal with the System Integrator.
2. Project Management for the implementation of the contract renewal.

##### 4.2 CONSULTANCY PROJECT SCOPE:

The Bank intends to engage a consultant for providing technical expertise, guidance and assistance to the Bank in renewal of CBS contract, till completion of the projects. The selected consultant would be required to make presentations/ demos / workshops to different groups of users/committees as and when required by the Bank. The broad scope of work of the appointed consultant would be as follows:

- Assist the Bank in the end-to-end contract renewal with the System Integrator.
- Project Management for the implementation of the contract renewal.

The Bank expressly stipulates that the consultant's selection under this RFP is on the understanding that this RFP contains only the principal provisions for the entire Assignment. The consultant shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required from time to time and requirements made known by the bank during the period of the contract. Based on the defined scope, the consultant shall be required to independently arrive at the methodology, based on globally acceptable standards and best practices, suitable for the Bank, after taking into consideration the effort

estimate for completion of the same and the resource requirements. The scope of work specified is a fixed price contract and no additional fees other than what have been quoted by the consultant would be payable by the Bank. The Bank expects the consultant to complete the entire assignment across a period of 7 (7) months from the date of contract. The scope to be undertaken by the consultant for entire consultancy assignment during the contract period is detailed as below:

#### **4.3 For assisting the Bank for end-to end contract renewal with the System Integrator.**

This phase of the project is anticipated to last over a period of 4 months from the date of signing the contract. The scope of work expected to be performed by the consultant is as follows:

- Understand the current contractual obligations of the system integrator.
- Understand the contractual formalities between the Bank and the System Integrator.
- Benchmark the performance of the system integrator and key deliverables with the contract and provide a report on the gaps in the contractual obligations and key deliverables of the system integrator visa-vis the contractual obligations.
- Assist the Bank in closing the gaps identified above with the system integrator. The consultant will be expected to provide senior resources at level of Partner / Director along with their team who have experience in dealing with similar project, to participate in the meetings and discussions with the Bank.
- Define the strategy for contract renewal taking into consideration the Bank's requirements, CVC guidelines and other statutory and regulatory issues.
- Identify the components that would require upgrade, replacement, enhancement at the data centre and disaster recovery site for hardware, software, network, ATS, AMC, Facilities management , security, data centre and disaster recovery site infrastructure across all applications and infrastructure components which are part of the system integrator's scope.
- Draw up a comprehensive strategy / plan on how the components would be upgraded, replaced, enhanced at the data centre and disaster recovery site.
- Define single / multiple RFP's or scope documents (in case of direct orders with the system integrator) as per the defined and agreed strategy with the Bank.
- Perform a detailed technical and commercial evaluation of the bill of materials or tender documents for the items that need to be upgraded, replaced, enhanced at the data centre and disaster recovery site.
- Participate in price negotiations and discussions with the vendors.
- Review the facilities management deployment at the Bank across the Zonal offices, IT centres including Head Office, CBS Project Office (Pune), TIBD, Card Cell etc. and suggest a suitable model taking into consideration the Bank's future plans and ambitions and also the contract renewal with the system Integrator.
- Work with the Bank's legal team in formulating the complete contract for the system integrator.
- Review existing Escrow Mechanism and formulate new Escrow arrangement if required

- Optimizing Bancs 24 Branch Server/Interface (Commonly referred as Gateway PC) architecture
- Assist Bank in implementation of Data Backup solution for Virtualized Servers (Windows/Linux).
- Evaluate viable options along with cost estimates for each of the Data Centers, Disaster Recovery Center and Near Site:
  - Build
  - Co-host
  - Re-locate
- Evaluate Branch support mechanism (Helpdesk and other support teams) and ticket call flow in present environment and suggest viable options for providing better support to branches. Identify the support activities under existing MSA and add new or remove activities in new Scope.
- Consultant should study and suggest the options of mobility and app based CBS system
- Perform Price Discovery and participate in price negotiations and discussions with the vendors.
- Assist Bank in implementing policies as per best practices in existing DLP Solution in Bank
- Define Service Levels and assist bank for service level agreements for all projects under the scope of this RFP
- Renewal of ULA for Oracle

#### **4.4 Project Management for implementation of the contract renewal.**

The consultant will be expected to provide senior experienced resources to manage the complete acceptance and implementation of the components at the data centre and disaster recovery site. This phase of the project is likely to last anywhere between 3 (three) months from the date of contract signing with the system integrator. The Bank expects that for all steering committee and management meetings a partner / director level representative having experience of executing similar projects from the consultant should be made available to the Bank.

The scope of work expected to be performed by the bidder is as follows:

- Define the implementation plan along with the system integrator.
- Design the acceptance criteria for each application and component that needs to be deployed / upgraded at the data centre or disaster recovery site.
- Agree the acceptance criteria with the system integrator or OEM's and perform the acceptance of all the third party applications and equipments at the data centre and disaster recovery site for all applications covered under the scope of the system integrator for the following :
  1. Hardware.
  2. Network and security equipments.
  3. Infrastructure components.
  4. Facilities management.

- Provide an acceptance report to the Bank.
- Assist the Bank in resolving the gaps observed during acceptance testing.
- Re-validate the closure of the gaps and provide a compliance report.
- Optimizing branch server / gateway PC Architecture
- Implementation of Mobility and app based CBS System
- Implementation of Data Backup solution for Virtualized Servers (Windows/Linux)
- Data Center, Near Site and DR Co-Hosting and Shifting if required
- AMC and ATS Renewal including price discovery and contract finalization
- Design and renew Service Levels and assist bank for Service Level Agreements for all projects under the scope

## 5. INSTRUCTIONS TO BIDDERS

### 5.1. SINGLE BID SYSTEM TENDER

Two Copies of the Technical Bid (Each in Separate Envelope) must be submitted at the same time in separate envelope, giving full particulars in separate sealed envelopes at the Bank's address given below, on or before the schedule given above. All envelopes should be securely sealed and stamped. **The hard copy of the bid document shall be treated as correct and final, in case of any errors in soft copy.**

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/Commercial bid. It should be in separate cover to be handed over to the department.

Bank's Address
The Deputy General Manager Information Technology Bank of Maharashtra "Lokmangal", 1501, Shivajinagar, Pune – 411005

All the envelopes must be super-

scribed with the following information:

- **Type of Offer (Technical)**
- **Tender Reference Number**
- **Due Date**
- **Name of Bidder**
- **Name of the Authorized Person**

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

**The bidder representative shall carry the authorization letter to attend the activities related to tendering process and should have authority to sign the documents on behalf of the firm.**

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 along with copy of pre-bid responses and addendums if any.

### ENVELOPE-I (Technical bid):

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

Bidders are required to submit commercial bid in separate sealed envelope. The COMMERCIAL BID should include all items asked for in Annexure-B. A Commercial Bid should not be combined with Technical Bid and proposals with Technical and Commercial bids in single envelope will be rejected by the Bank.

Bank will conduct reverse auction in case more than one bidders qualify after technical evaluation and sealed commercials will not be opened. However, if only one bidder qualifies after technical evaluation, Bank will open the sealed commercials of that bidder will go ahead with commercial evaluation process. Bank reserves the right to negotiate with successful bidder only (which will be H1 in this case).

The envelopes containing the Technical bids (Two copies in separate envelopes) should be separately submitted with offer details on it to following address:

Bank's Address
The Deputy General Manager Information Technology Bank of Maharashtra "Lokmangal", 1501, Shivajinagar, Pune – 411005

### 5.1.1. Annexure to the Tender

This tender comprises of following schedules / Annexure

- Annexure A: Technical Proposal Format:
- Annexure B: Commercial Format
- Annexure C: Compliance Certificate
- Annexure D: Proposed Team Profile
- Annexure E : Proforma Of Letter For Complying With Terms & Conditions Of RFP
- Annexure F: Proforma for The Bank Guarantee For Earnest Money Deposit



Annexure G: Format of Tender Offer Covering Letter  
Annexure H: Check List of Documents to Be Submitted  
Annexure I: Under Taking For Conflict of Interest  
Annexure J: Check List of Documents to Be Submitted  
Appendix 1- Format A01: Format for Specific Queries Related To RFP  
Appendix1 – Format A02: Format for General Queries Not Related To RFP

### **5.1.2. Eligibility Criteria**

The bidders, who fulfill the eligibility criteria mentioned in “Qualification Criteria” under section 5.1.23 of the tender, will only be eligible for further process i.e. technical evaluation.

### **5.1.3. Terms and Conditions**

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

### **5.1.4. Non-transferable Tender**

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

### **5.1.5. Soft Copy of Tender document**

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

The bidders who are submitting the bid by downloading from the Bank’s website will have to pay the non-refundable fee of Rs.10,000/- by way of a demand draft / bankers’ cheque in favour of Bank of Maharashtra payable at Pune while submitting the bid.

### **5.1.6. Offer Validity Period**

The offer should hold good for a period of 180 days from the date of the finalizing of Commercials.

### **5.1.7. Address for Communication**

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



#### Bank's Address

The Deputy General Manager  
Information Technology  
Bank of Maharashtra  
"Lokmangal", 1501, Shivajinagar, Pune – 411005

Emails: [agmitd@mahabank.co.in](mailto:agmitd@mahabank.co.in) & [Keshav.metkar@mahabank.co.in](mailto:Keshav.metkar@mahabank.co.in)

### 5.1.8. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach in writing or by e-mail as per tender schedule, on the address as mentioned above. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Conference. The clarifications given in the Pre-Bid meeting will be available on the Bank's Website.

**Only two authorized representatives of the bidders who have purchased the RFP will be allowed to attend the Pre-Bid meeting. A copy of the authorization letter should be brought for the Bank to verify.**

The queries on points / clauses in the RFP document are to be mailed to [agmitd@mahabank.co.in](mailto:agmitd@mahabank.co.in), [keshav.metkar@mahabank.co.in](mailto:keshav.metkar@mahabank.co.in) in specific format only as per "Appendix 1 - Query Format A01".

The queries that are not on the points / clauses in the RFP document and are general in nature but related to the RFP are to be mailed / submitted in specific format only as per "Appendix 1-Query Format A02".

### 5.1.9. Opening of Offers by Bank of Maharashtra

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

In case of late RFP response submission, Respondents are to provide detailed evidence to substantiate the reason for a late RFP submission. RFPs logged after the deadline for lodgment of RFPs may be registered by Bank and may be considered and evaluated by the evaluation team at the absolute discretion of Bank. It should be clearly noted that Bank has no obligation to accept or act on any reason for a late submitted response to RFP.

Bank has no liability to any person who lodges a late RFP for any reason whatsoever, including RFPs taken to be late only because of another condition of responding.



### 5.1.10. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

#### [I] Eligibility Criteria:

Bank of Maharashtra will first scrutinize the eligibility of the prospective bidders as per “Eligibility Criteria” mentioned in the RFP based on the supporting documents submitted. The offers of the only those bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation.

#### [II] Technical Evaluation:

The evaluation of technical proposals, among other things, will be based on the following:

1. Bidder’s financial stability
2. Methodology/Approach proposed for accomplishing the proposed project.
3. Professional qualifications and experience of the key staff proposed/ identified for this assignment.
4. Prior experience of the bidder in undertaking projects of similar nature.
5. Activities / tasks, project planning, resource planning, effort estimate etc.

Various stages of technical evaluation are presented below:

1. Matching the clear eligibility criteria as indicated in Section 5.1.23.
2. Short-listing of the bidders based on the criteria
3. Arriving at the final score on technical proposal after Presentation-cum-Interview

#### [III] Presentation-cum-Interview

The bidders of this RFP have to give presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the bidders in consultancy on such projects. The technical competence and capability of the bidder should be clearly reflected in the presentation. If any short listed bidder fails to make such presentation, they will be eliminated from the selection process.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

The technical qualification cut – off to qualify for commercial evaluation process would be 70%. Vendors scoring below the same would not be considered for commercial evaluation. However, Bank reserves the right to relax the criteria but not less than 50%.

**Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids.** However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

### 5.1.11. Technical Bid Evaluation Criteria:

Technical criteria are classified under 3 heads - Credentials, People and Presentation. The table below highlights the parameters under the technical criteria and scoring methodology.

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
<b>1 Credentials</b>			
1.1	<p>The Bidder should have experience in providing REVIEW / RENEWAL OF CBS APPLICATION/INFRASTRUCTURE THROUGH TENDERING/ CONTRACT RENEWALS AND ASSISTING IN SUBSEQUENT MSA /INCLUDING DRAFTING OF NEW MASTER AGREEMENT, TERMS &amp; CONDITIONS AND DELIVERABLES FOR FACILITY MANAGEMENT OF CBS preferably TCS Bancs24 :</p> <p>Successful completion certificates or engagement letter from the client needs to be furnished along with the response.</p>	50	<ul style="list-style-type: none"> <li>45 Marks – IF the SP has done similar work in 2 PSB</li> <li>25 Marks – If the SP has done similar work in 1 PSB</li> </ul> <p>If bidder does not have any references in public sector banks in India then, marks shall be given as follows for Scheduled Commercial Bank/PSU/Government of India Organization/BFSI/Private Bank/Foreign Bank references (these marks are not in addition to marks for public sector Bank references &amp; will be applicable only if bidder does not have PSU Bank references in India)</p> <ul style="list-style-type: none"> <li>Two – 40 marks</li> <li>One Credential – 20 Marks</li> </ul> <p>Additional 5 Marks will be given if any one credential is for TCS Bancs24 CBS.</p>
	<b>Sub-Total</b>	<b>50;</b>	
<b>2 People</b>			
	<p>The VENDOR / CONSULTANT should have a pool of resources (at least 2 resources) in the below mentioned areas. The resources should have at least worked in the respective areas for at least 1 public sector bank in India or scheduled commercial Bank. The areas of expertise are :</p>		
2.1	<p>The proposed <b>Project Director</b> should have Management Consulting experience of over 7 years and should have experience in CBS Consultancy</p>	10	<p><b>5 Marks</b> – for management consulting experience of over 7 years in PSB or Scheduled commercial Banks</p> <p><b>5 Marks</b> – for experience in CBS Consultancy for PSB or Scheduled Commercial Bank</p>
2.2	<p>The proposed <b>Project Manager</b> should have Management Consulting experience of over 5 years and should have experience in CBS Consultancy</p>	10	<p><b>5 Marks</b> – for management consulting experience of over 5 years in PSB or Scheduled commercial Banks</p> <p><b>5 Marks</b> – for experience in CBS Consultancy for PSB or Scheduled Commercial Bank</p>
2.3	<p><b>Number of experienced resources who have experience on the following:</b></p>	5	<ul style="list-style-type: none"> <li>5 Marks – 2 resources who have experience in 3 or more Banks/ public sector financial institutions in India</li> </ul>

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
	Project management of core banking solution implementation.		<ul style="list-style-type: none"> <li>3 Marks – 2 resources who have experience in 2 or more Banks/ public sector financial institutions in India</li> <li>1 Marks – 2 resources who have experience in 1 Bank/ public sector financial institution in India</li> <li>0 Marks - others</li> </ul>
2.4	<p><b>Number of experienced resources who have experience on the following:</b></p> <p>Core Banking Vendor evaluation and selection and project management of implementation</p>	5	<ul style="list-style-type: none"> <li>5 Marks – 2 resources who have experience in 3 or more Banks/ public sector financial institutions in India</li> <li>3 Marks – 2 resources who have experience in 2 or more Banks/ public sector financial institutions in India</li> <li>1 Marks – 2 resources who have experience in 1 Bank/ public sector financial institution in India</li> <li>0 Marks - others</li> </ul>
	<b>Sub-Total</b>	<b>30</b>	
<b>3 Technical</b>	Technical Presentation to the Bank's Evaluation Team	20	Subjective Evaluation based on the Bank's perception of the quality & applicability of the proposal and interactions held during presentation.
	<b>Sub-Total</b>	<b>20</b>	
	<b>Total Marks</b>	<b>100</b>	<b>Total score out of One Hundred and Seventy</b>

**Note :**

1. Banks exclude RRBs and Cooperative Banks, they include RBI and India Post.
2. Public sector and commercial banks mean public sector and commercial banks in India only
3. The VENDOR / CONSULTANT is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials

**5.1.12. Commercial Evaluation:**

Bank of Maharashtra will conduct online reverse auction for technically qualified bidders only. The Commercial will have to be reported in the format as per **Annexure B**. 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 following bidders will be considered as eligible for reverse auction who satisfy following conditions:

1. Bidders found eligible as per qualification criteria defined by the bank
2. Bidders scoring 70% or more marks in technical bid evaluation

In case only one vendor participated in the tender process, reverse auction will not be conducted and the commercial bid submitted by the bidder will be considered.

### Reverse Auction

The Bank shall conduct Online Reverse Auction (RA) and the bidders found eligible after technical evaluation will be able to participate in the RA. RA will be on total cost of (A+B) as per the commercial annexure and the price so obtained after closure of Reverse Auction shall be taken into account for Techno-Commercial Evaluation. The required Business Rule document shall be shared with the Technically Qualified Bidders before the start of Reverse Auction. Though Bank has provided details of Reverse Auction Business Rules in this documents, Business document submitted by Bidders before start of RA will be considered as final and binding on all parties. Bidders have to submit final itemized price to the Bank within 24 hours of closure of Reverse Auction process. Bank will appoint a Third Party service Provider for conducting Reverse Auction who will co-ordinate with eligible bidders. 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. Bidders will have to submit indicative commercials to the RA agency and RA will start with the lowest indicative commercial bid. The bidder with lowest indicative bid will be considered as L1 if no other bidder accepts the start price quoted by such bidder during RA.

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

### Techno Commercial Evaluation:

The Scores will be calculated for all technically qualified bidders using the formula:-

$$S = \left( 0.3 \times \frac{C_{\text{Minimum}}}{C_{\text{Quoted}}} \right) + \left( 0.7 \times \frac{T_{\text{Obtained}}}{T_{\text{Minimum}}} \right)$$

**C<sub>Minimum</sub>** – Commercial Score Minimum Quote

**C<sub>Quoted</sub>** - Commercial Score Quoted

**T<sub>Minimum</sub>** – Technical Score Highest Scored

**T<sub>Obtained</sub>** - Technical Score Obtained

**Technical will carry 70% Weightage and Commercial will carry 30% weight**

In case of tie-up in Techno commercial evaluation score, the bidder scoring highest technical score will be declared L-1 bidder. The bidder will submit itemized prices as per commercial bid format within 24 hours after closure of Reverse Auction

Technical Scores of bidders will be sealed in presence of bidders and will be opened after Reverse Auction. Bidder must be present while sealing the technical scores otherwise Bank will not entertain any claims or queries of bidder post reverse auction.

### **5.1.13. Clarification of Offers**

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

### **5.1.14. No Commitment to Accept Lowest or Any Tender**

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

### **5.1.15. Submission of Technical Details**

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

### **5.1.16. 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 vendor to participate in the tendering process as per the eligibility criteria mentioned in the RFP, the second part should contain the technical details of the proposed project and the third part should contain the technical brochures etc.

The technical proposal shall be organized and submitted as per the following sequence:

- a) Authorization Letter (if not submitted separately)

- b) Table of Contents (List of Documents enclosed).
- c) Covering Letter as per Annexure – G.
- d) Application Money if not already remitted.
- e) Valid Bank Draft towards EMD or Bank Guarantee as per Annexure F in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid).
- f) Compliance of Eligibility Criteria as per Format/Table specified under **Section 5.1.23 Qualification Criteria. The eligibility criteria will be verified based on compliance table given under Section 5.1.23 Qualification Criteria, duly filled by the bidder along with the supporting documents.**
- g) Technical proposal detailing the scope, approach and deliverables for the scope of work specified in the document **and manpower estimated to be deployed** along with Annexure A.
- h) Compliance Certificate for All the Terms and Conditions stipulated in the RFP without any deviation. This should be as per Annexure-E.
- i) All copies of certificates, documentary proofs etc.
- j) A CD containing soft copy of the proposal.
- k) Compliance of Annexure A.
- l) Masked Annexure B.
- m) Compliance of Annexure D.
- n) Compliance Certificate as per Annexure C.
- o) Original RFP Purchased + Pre-Bid responses uploaded by the Bank (if any) + Addendum (if any) with stamp and signature of authorized person of Bidders Company.

All the relevant pages of the proposals (except literatures, datasheets and brochures) are to be numbered and be signed by authorized signatory on behalf of the Bidder. The number should be a unique running serial no. across the entire document.

The bidder has to submit a soft copy of the entire proposal in a CD. It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy will be given precedence. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft-copy, Bank reserves right to accept the same at its discretion.

### **5.1.17. Masked Commercial**

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

### **5.1.18. Format for QUOTING Commercials**

The suggested format for submission of Commercial after RA is as follows:

- a. Index
- b. Covering letter
- C. Commercial bid document as per **Annexure B**
- d. A statement that the bidder agrees with Payment terms given in the tender.

### 5.1.19. Costs & Currency

The offer must be made in Indian Rupees only, & price quoted shall be exclusive of taxes.

### 5.1.20. Fixed Price

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

### 5.1.21. Short-listing of Bidders

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

### 5.1.22. Right to Alter Scope

Bank of Maharashtra reserves the right to alter the proposed scope.

### 5.1.23. Qualification Criteria

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 must be a registered firm/ company//LLP/ trust/ government owned organization		Certificate of Incorporation.
2	The bidder should be in the line of Management Consultancy in India at least for a period of 5 years as on the date of this RFP.  <i>(In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account).</i>		Relevant supporting documents.
3	The Bidder should have a minimum turnover of at least Rs.100 crores (each year) in the past two years from Indian operations.		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years and copy of the PAN card issued by the IT department



Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
			FY 2013-2014 FY 2014-2015 FY 2015-2016
4	The Bidder should have made profits in at least 2 of the past 3 financial years.		Copy of the audited balance sheet and / or Certificate of the Chartered Accountant FY 2013-2014 FY 2014-2015 FY 2015-2016
5	The Bidder should have not been blacklisted / barred / disqualified by any regulator / statutory body in India, during past 3 years.		Self-Declaration / An undertaking to this effect is to be submitted by the bidder.
6	The Bidder should not be engaged with the Bank for providing services like system integration; should not be a software / hardware solution provider; should not be a product OEM.		Self-Declaration / An undertaking to this effect is to be submitted by the bidder.
7	The Bidder should have experience, either completed or ongoing consultancy services project for any one of the following : System Integrator contract review/renewal Core Banking Implementation project management  For at least one Bank or Banking, Financial Services and Insurance (BFSI) organization in India or globally.		Successful completion certificates or engagement letter from the Bank.  The Bidder to submit successful completion letter/certificates along with the legal agreement or engagement letter from the Bank.
8	The Bidder should not provide any consultancy services directly or indirectly to Bank's System Integrator with whom CBS contract is to be renewed for the activities emerging out of contract renewal process.		Undertaking for conflict of interest to be provided on bidders letter head as specified in Annexure I
9	Adoption Integrity Pact		Submitted Integrity Pact on Rs. 500 Stamp Paper as format prescribed in Annexure J



Note:

- 1) Documentary evidence must be submitted for each criterion.
- 2) Public Sector / Scheduled commercial banks include RBI and do not include Regional Rural Banks and Cooperative Banks. These Banks refer to Banks in India only.

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

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

### **5.1.24. Earnest Money Deposit**

Bidders are required to give a Demand Draft drawn in favour of Bank of Maharashtra and payable at Pune, (valid for 180 days from the due date of the tender) for Rs. 5 Lacs (Rupees Five Lacs Only) as Earnest money Deposit (EMD) along with their offer. Offers made without E.M.D. will be rejected. Bank of Maharashtra will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or by any scheduled commercial bank acceptable to Bank of Maharashtra. In case of Bank Guarantee from other than Public sector banks prior permission of Bank of Maharashtra is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed as **Annexure F**. The EMD will not carry any interest.

**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.
- 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.

### **5.1.25. 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.

#### **5.1.26. Professional Fees**

If any of the items/activities as mentioned in the price bid and as mentioned in Annexure B are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the vendor in the Price Bid against such activity/item. The bank shall be paying the professional fees, only on actual basis, for which consultancy services have been availed during the contract period. The Bank reserves the right to initiate any new projects during the period of contract and the consultant shall provide the services if the Bank so desires. The Bank shall also have the right to cancel any of the projects which have been mentioned in the Annexure B.

#### **5.1.27. Assignment**

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

#### **5.1.28. Subcontracting**

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

#### **5.1.29. Limitation of Liability**

The aggregate liability of Vendor / Consultant in connection with this Agreement, the consultancy services provided by Vendor / Consultant for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the extent of the contract value.

#### **5.1.30. Conflict of Interest:**

Consultant covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor/Contractor/Partner/Service Provider of the Bank during the duration of this Agreement unless express written authorization to do so is given by the Bank. A direct Contractor/Partner/Service Provider of the Bank for purposes of this Agreement is defined as any individual, partnership, corporation, and/or other business entity that engages in the business of providing services to the Bank which includes but not limited to System Integration, Annual Maintenance of Hardware/Software/Similar nature, Other IT Solutions, Implementation, Operations and Management related Services.

The Consultant is bound to the Bank's best interests during the term of this Agreement. He shall notify the Company of any possible or potential conflict of interest which may result from his other activities, and shall commence such other activities only after written approval of the Company which may not be unreasonably withheld.

The Consultant shall not and undertakes not to, without the prior consent of the Bank, solicit and/or entice away any officer, director or employee of the Bank.

The Consultant shall warrants and represents to the best of his/her knowledge he/she has no direct or indirect private interest (including corporate stockholdings or other business agreements and obligations) which is or may appear to be incompatible with the Consultant's services under this Agreement.

## 6. TERMS AND CONDITIONS

### 6.1. Project Timeline

Existing contract with system integrator is due for renewal in September 2017. Though the Bank has given tentative timelines in the Scope of Work. Appointed consultant would be required to assist Bank to complete the renewal within timeline

### 6.2. Payment Terms

<b>A : For assisting the Bank in renewal of CBS contract with the systems integrator</b>	
1	10% of the fees payable on submission of the report on the status of the existing contractual deliverables.
2	20% of the fees payable on identifying the upgrade, replacement requirements for all components and applications at the data center and disaster recovery site
3	20% of the fees payable on defining the scope document or tender for the renewal
4	20% of the fees payable on completion of the technical bill of material evaluation
5	30% of the fees payable on contract finalization with the system integrator

<b>B: Project management for implementation of the contract renewal</b>	
1	20% of the fees payable on defining the implementation plan.
2	30% of the fees payable on completion of the acceptance testing for components at the DC and DRC or post 3 months from the date of contract signing with the SI.

3	25% of the fees payable post rectification of the gaps by the system integrator or the Bank accepting the gaps or on completion of 3 months from the date of contract signing with the SI.
4	25 % On Completion of four months of successful installation and completion of all defined activities

The above stages and percentages are indicative the same could be discussed with successful bidder before execution of Service Level Agreement

### **6.3. Non-Disclosure Agreement:**

The final selected bidder will have to sign a contract along with NDA, with the Bank. The contract will be based on the terms and conditions mentioned in the RFP.

### **6.4. Delays in Design, Implementation and Performance Guarantee.**

The final short listed firm 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 will be 10% of the Total Project Cost.

The Consultant 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 of Maharashtra reserves the right to appropriate the damages by invoking the performance guarantee.

### **6.5. Liquidated Damages**

The liquidated damages will be an estimate of the loss or damage that the bank may have suffered due to delay in performance of the obligations (under the terms and conditions of the contract) by the vendor and the consultancy company / firm shall be liable to pay the Bank as liquidated damages at the rate of 1% of the total contract value of each assignment for delay of every week or part thereof (for final certification). Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidate damages, if any, accruing to the Bank, as above, from any amount payable to the vendors either as per the Contract, executed between the Bank and the vendor pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the vendor.

### **6.6. Indemnity**

The vendor 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.

### **6.7. Publicity**

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

### **6.8. Force Majeure**

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

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

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

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

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

### **6.9. Resolution of Disputes**

Bank of Maharashtra and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Bank of Maharashtra and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by Bank of Maharashtra and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties.

THE ARBITRATION AND RECONCILIATION ACT 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be at Pune.

### **6.10. 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.

### **6.11. Confidentiality**

This document contains information confidential and proprietary to BANK OF MAHARASHTRA. Additionally, the Bidder consultant will be exposed by virtue of the contracted activities to internal business information of BANK OF MAHARASHTRA, 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 consultant, pre-mature termination of the contract, or legal action against the Bidder consultant 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 OF MAHARASHTRA. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited.

### **6.12. 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.

### **6.13. Execution of SLA/NDA:**

The VENDOR / CONSULTANT and Bank should execute (a) a Service Level Agreement, 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. The VENDOR / CONSULTANT should execute the SLA and NDA within one month from the date of acceptance of Letter of Appointment.

### **6.14. 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 vendor can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise.
3. **Professionalism:** The VENDOR / CONSULTANT 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 VENDOR / CONSULTANT 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 VENDOR / CONSULTANT.
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 service tax 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.

## 11. Terms of Payment



The price bid taken is only indicative and is taken for the purpose of arriving at a TCO for selection of the VENDOR / CONSULTANT only. For each project depending on the scope of work and effort involved the total cost for each project would be mutually worked out. The per man-day rate quoted in the Commercial Proposal (Annexure B) would be taken as the base for arriving the total cost for each project. The payment terms for each project would also be worked out for each project separately.

## **12. 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 Bank Secretary, authorizing an official or officials of the Bank 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.

## **13. 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).

## **14. No Employer-Employee Relationship**

The consultant or any of its holding/subsidiary/joint-venture/ affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

## 7. PROPOSAL AND OTHER FORMATS

### 7.1. ANNEXURE A: TECHNICAL PROPOSAL FORMAT:

Particulars to be provided by the bidder in the technical proposal –

RFP Reference no. **152016**

No	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.	
3	Location of Registered office / Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the Bank	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of : Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Gross Revenue of the bidder (not of the group) Year 2013-14 Year 2014-15 Year 2015-16	
10	Net Profit of the bidder (not of the group) Year 2013-14 Year 2014-15 Year 2015-16 Documentary proofs are to be enclosed	

No	Particulars	Details to be furnished by the bidder
11	Approach and methodology for the proposed scope of work along with Illustrative deliverables	
12	Details of the similar assignments executed by the bidder during the last two years (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished)	
13	Details of inputs, infrastructure requirements required by the bidder to execute this assignment.	
14	Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.	

**Declaration:**

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

Place :  
Date :

Seal & Signature of the bidder

## 7.2. ANNEXURE B: COMMERCIAL FORMAT

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

Section	Scope heads	Quote (In INR)
A	Assist the Bank in the end-to-end contract renewal with System Integrator	
B	Project Management Services for Implementation of contract renewal	
	<b>Total - Total Cost of Ownership (in INR)</b>	

### Breakup of Activities:

#### Section A: Assist the Bank in the end-to-end contract renewal with System Integrator

Section	Scope Sub Head	Amount (IN INR)
1	Understand the current contractual obligations of the system integrator and contractual formalities between the Bank and the System Integrator.	
2	Benchmark the performance of the system integrator and key deliverables with the contract and provide a report on the gaps in the contractual obligations and key deliverables of the system integrator visa-vis the contractual obligations. Assist the Bank in closing the gaps identified above with the system integrator.	
3	Define the strategy for contract renewal taking into consideration the Bank's requirements, CVC guidelines and other statutory and regulatory issues.	
4	Identify the components that would require upgrade, replacement, enhancement at the data centre and disaster recovery site for hardware, software, network, ATS, AMC, Facilities management, security, data centre and disaster recovery site infrastructure across all applications and infrastructure components which are part of the system integrator's scope. Draw up a comprehensive strategy / plan on how the components would be upgraded, replaced, enhanced at the data centre and disaster recovery site.	
5	Define single / multiple RFP's or scope documents (in case of direct orders with the system integrator) as per the defined and agreed strategy with the Bank. Perform a detailed technical and commercial evaluation of the bill of materials or tender documents for the items that need to be upgraded, replaced, enhanced at the data centre and disaster recovery site. Participate in price negotiations and discussions with the vendors.	
6	Review the facilities management deployment at the Bank across the Zonal offices, IT centers including Head Office, CBS Project Office (Pune), TIBD, Card Cell etc. and suggest a suitable model taking into consideration the Bank's future plans and ambitions and also the contract renewal with the system Integrator.	
7	Work with the Bank's legal team in formulating the complete contract for the system integrator.	
8	Review existing Escrow Mechanism and formulate new Escrow arrangement if required	
9	Optimizing Bancs 24 Branch Server/Interface (Commonly referred as Gateway PC) architecture	
10	Assist Bank in implementation of Data Backup solution for Virtualized Servers (Windows/Linux).	
11	Evaluate viable options along with cost estimates for each of the Data Centers, Disaster Recovery Center and Near Site:	

Section	Scope Sub Head	Amount (IN INR)
12	Evaluate Branch support mechanism (Helpdesk and other support teams) and ticket call flow in present environment and suggest viable options for providing better support to branches. Identify the support activities under existing MSA and add new or remove activities in new Scope.	
13	Study and suggest the options of mobility and app based CBS system	
14	Perform Price Discovery and participate in price negotiations and discussions with the vendors.	
15	Assist Bank in implementing policies as per best practices in existing DLP Solution in Bank	
16	Define Service Levels and assist bank for service level agreements for all projects under the scope of this RFP	
17	Renewal of ULA for Oracle	
	<b>Total for Section A (in INR)</b>	

### Section B: Project Management Services for Implementation of contract renewal

Section	Scope Sub Head	Amount (In INR)
1	Project Management for CBS Contract Renewal	
2	Optimizing branch server / gateway PC Architecture	
3	Implementation of Mobility and app based CBS System	
4	Implementation of Data Backup solution for Virtualized Servers (Windows/Linux)	
5	Data Center, Near Site and DR Co-Hosting and Shifting if required	
6	Any Other item (Please specify)	
	<b>Total for Section B (in INR)</b>	

#### Terms & Conditions:

1. Bank reserves the right to implement or drop any of the above listed projects without assigning any reason.
2. The price quoted for the project should be an all-inclusive price including any taxes, expenses and levies but excluding service tax and is a fixed price.
3. Bank will deduct applicable TDS, if any, as per the law of the land.
4. The quoted fixed fees against each project shall remain unchanged till the completion of the Project(s).
5. The start of Project Management tenure will be reckoned from the date placing Purchase Order and deployment of resources as per the project requirements.
6. The base project location will be Pune.
7. Any travel outside of Pune or Consultants city for field work would have to be agreed with the Bank. Such travel would be in line with the Bank's eligibility at the level of Dy. General Manager for Senior Resource and Chief Manager for Team Member
8. The TCO will be A+B on which the commercial evaluation will be conducted.
9. All prices to be valid for a period of 18 months from the date of contract execution / signing.
10. 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.
11. Please factor all your expenses like travelling, boarding, lodging etc. Apart from amount specified in Commercials, no other expenses will be paid by the Bank.
12. Consultant shall depute resources on-site of the project implementation location(s) for carrying out the task as specified in this document.
13. The fees quoted is in fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.
14. The fee quoted also includes the cost of deliverables for all the phases of the Project.

15. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
16. Fee is payable only on actual availing of services and no minimum or fixed fees are payable.

**17. Additional Per Man-day rates**

- The bidder is expected to provide a single additional per man-day rate in the table specified below.
- The rate provided would be a blended rate and should be valid for 18 months from the date of contract with the bidder.
- The rate quoted would be used by the bank for allotting additional related work beyond the scope of the project if the need arises
- The rate quoted by the bidder will not be a part of the TCO computation
- The rate quoted should be inclusive of taxes and charges except service tax. Service tax will be payable actual and on submission of original invoice / receipt.
- The rate quoted should include all expenses, lodging and boarding for work to be executed.

Sr No	Additional per man-day rate

Place:

Date:

Seal & Signature of the Bidder

The resources would be appointed on a project requirement made known by the bank only if they meet the aforementioned categorization as indicated in the table above and after obtaining prior approval from the bank.

**Resource Level Mapping**

Sr	Level of Resources	Designations / equivalent designations falling under this category
1	Team Member	Consultants / Sr. Consultants / Asst. Managers / Managers
2	Senior Resource	Partner / Director / Managing Director / Sr. Managers / Vice President / Executive Director / Deputy Director / Asst. Vice President / Senior Prof. of Top B-Schools or Engineering Colleges

### 7.3. ANNEXURE C: COMPLIANCE CERTIFICATE

To,

Date:

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

Dear Sir,

Ref: - RFP No. **152016** for Appointment of Consultant for CBS Contract Renewal

1. 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.
2. If our Bid is accepted, we undertake to complete the assignments within the scheduled timelines
3. 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).
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have not been barred / black-listed by any regulatory / statutory authority in India, during past 3 years.
8. We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

Signed Dated

Seal & Signature of the bidder

Phone No.:

Fax:

E-mail:

## 7.4. ANNEXURE D: PROPOSED TEAM PROFILE

[Map the Projects here with Proposed Scope]

Sr	Project Scope	Name of the team member	Qualifications & certifications	Previous Banks where team member was associated	Duration of team member association	No. of years of experience
1.	<p>Review / Renewal of CBS Contract including Drafting of new Master Agreement for Facility management of CBS</p> <ul style="list-style-type: none"> <li>Assist the Bank in the end-to-end contract renewal with System Integrator</li> <li>Project Management Services for Implementation if contract renewal</li> </ul>					

We hereby acknowledge that the information provided by us is true and to the Best of our Knowledge

Place:

Date:

Seal and signature of the bidder



## 7.5. ANNEXURE E : PROFORMA OF LETTER FOR COMPLYING WITH TERMS & CONDITIONS OF RFP

(ON OFFICIAL LETTER-HEAD OF BIDDER).

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

Sir,

**Sub: RFP 152016 - "Appointment of Technical & Project Management Consultant for CBS Contract renewal"**

Further to our proposal dated DDMMYYYY, in response to the RFP Document (hereinafter referred to as "RFPDOCUMENT") issued by Bank of Maharashtra ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the 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.

Yours faithfully,  
Authorized Signatory  
Designation  
Bidder's corporate name

## 7.6. ANNEXURE F: PROFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

a) Whereas the Beneficiary had invited tenders for Appointment of Consultant for CBS Contract Renewal vide tender No **152016** dated **DDMMYYYY**.

b) 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 from the due date of the tender) for Rs.5 Lacs (Rupees FIVE Lacs 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.

c) M/s ..... hereinafter referred to as the said Contractors' have given their offer in response to tender for Appointment of Consultant for CBS contract renewal vide tender No **152016** dated **DDMMYYYY** 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.

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

**NOW THIS DEED WITNESSETH** that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs.5 Lacs (Rupees FIVE Lacs 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 up to .....

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

Notwithstanding anything contained herein:

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

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

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

## 7.7. ANNEXURE G: FORMAT OF TENDER OFFER COVERING LETTER

Date: \_\_\_\_\_ 2016

Tender Reference No. 152016

To:

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide IT consultancy to Bank as mentioned in scope of work in conformity with the said tender documents in accordance with the Commercials 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 will obtain the guarantee of a bank for a sum equal to 10% of the Contract Price for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

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

(In the Capacity of :) \_\_\_\_\_  
duly authorized to sign the tender offer for and on behalf of



## **7.8. ANNEXURE H: CHECK LIST OF DOCUMENTS TO BE SUBMITTED**

- 1) Technical Bid (Annexure A) with Covering Letter (Annexure G)
- 2) Team Profile (Annexure D)
- 3) Masked Commercial offer (Annexure B)
- 4) Compliance Certificate (Annexure C)
- 5) Compliance of Terms and Conditions, Services and Facilities (Annexure E)
- 6) EMD BG/ DD (Annexure F)

## 1.1. ANNEXURE I: CONFLICT OF INTEREST UNDERTAKING

Date: \_\_\_\_\_ 2017  
Tender Reference No. 152016

To,  
General Manager – Information Technology  
Bank of Maharashtra

We hereby declare that we understand the complete scope of RFP 152016 and the same will lead to various actionable/solution implementation on part of Bank's CBS System Integrator.

We undertake that upon receipt of award for RFP 152016, we will not provide consultancy services to Bank's System Integrator directly or indirectly for any work/solution/actionable arising out of Contract Renewal exercise. However, no such obligation will be applicable for:

1. Any work which is undertaken by us prior to date of commencement of RFP 152016
2. Any work which is independent of Bank's contract renewal process

Any violation of this undertaking is subject penalty equal to 50% of total consultancy fees for RFP 152016 and blacklisting of our firm from any future tendering process of Bank of Maharashtra.

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

(In the Capacity of :) \_\_\_\_\_  
duly authorized to sign the tender offer for and on behalf of

## 1.2. ANNEXURE J: INTEGRITY PACT

(to be executed on RS 500 Stamp Paper)  
PRE CONTRACT INTEGRITY PACT

### General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of month of \_\_\_\_\_ 2016, between on one hand, **Bank of Maharashtra** through authorized official Shri. \_\_\_\_\_, **General Manager, Information Technology Department, Bank of Maharashtra** (hereinafter called the “BUYER”, which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Chief Executive Officer (herein called the “BIDDER/Seller” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

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

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is 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 **services** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

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

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

### **COMMITMENTS of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or



- forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
  - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
  - 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
  - 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
  - 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
  - 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  - 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956
  - 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. Previous Transgression

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

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

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

#### 6. Sanctions for Violations:

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required :-
  - 6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

## 7. Fail Clause:

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

## 8. Independent Monitors:

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

## 9. Facilitation of Investigation

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

## 10. Law and Place of Jurisdiction

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

## 11. Other Legal Actions:

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

## 12. Validity:

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

in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

Name of the Officer:

Designation:

IT Department

Bank of Maharashtra

(Office Seal)

BIDDER

CHIEF EXECUTIVE OFFICER

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

1 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

Witness:

1 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

### 1.3. **Annexure K: Guidelines, Terms & Conditions and Process Flow For E-Procurement Auction**

#### **Introduction:**

Bank of Maharashtra intends to use E procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP.

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

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

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

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in Format-K01.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

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

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

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

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
  1. Acceptance of Rules for Reverse Auction and undertaking as per format in Format-K01.
  2. Agreement between System Integrator and bidder. (This format will be given by the System Integrator prior to announcement of Reverse Auction.)
  3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction.

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

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



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

e. **DATE/ TIME FOR TRAINING:**

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

f. **DATE/ TIME OF REVERSE AUCTION:**

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

g. **CONDUCT OF REVERSE AUCTION:**

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

h. **PROXY BID:**

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

i. **TRANSPARENCY IN BIDS:**

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

j. **MASKING OF NAMES:**

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



**k. START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in Commercial Format of RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the total value as per Commercial Format of RFP. This total value is taken as the start price of the bidding process.

**l. DECREMENTAL BID VALUE**

- i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Visible on Screen during reverse auction
- ii. The bid decrement shall be in multiples of Bid decrement value
- iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decremental value will be appropriated across the line items of Commercial Format of RFP proportionately by the system.

**m. REVERSE AUCTION PROCESS:**

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

**n. EXPENDITURE ON REVERSE AUCTION:**

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



**o. CHANGES IN BUSINESS RULES:**

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

**p. OTHER INSTRUCTIONS:**

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

**q. ERRORS AND OMISSIONS:**

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

**2. Terms and conditions of Reverse Auction:**

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the System Integrator. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder.
- b. The auction type is English Reverse No Ties.
- c. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 5 minutes of Auction closing, the Auction time will get extended for another 5 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 5 minutes of the last quote of such extended time. Total number of the extensions is restricted to maximum 10.
- d. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- e. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- f. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- g. Bidding will be conducted in Indian Rupees (INR).



- h. The bidder has to quote the total cost of items mentioned in Commercial Format (summary) of RFP (Line items). Bank will arrive at TCO as per the format mentioned in the Commercial Format (summary) after closure of bidding.
- i. The TCO arrived by the Bank after closure of reverse auction is final and shall be accepted by the L1 bidder.
- j. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- k. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- l. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- m. Only those bidders who are technically qualified and competent to provide the required solution as per RFP are only eligible to participate in Reverse Auction Process.
- n. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.
- o. All other terms and conditions of the RFP no. remain unchanged.

## **FORMAT K01 - COMPLIANCE AGREEMENT**

We communicate our unconditional acceptance to the following terms and conditions of RFP 152016 for participating in the E Procurement Auction (Reverse Auction):

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. \_\_\_\_\_ for \_\_\_\_\_ in connection with the reverse auction event held by BANK OF MAHARASHTRA & to be conducted by \_\_\_\_\_.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the auction rules on participation at the bid event. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. It has brought to our attention that the bid event will be primarily only for price discovery. We have communicated our acceptance to the terms and conditions of RFP.
5. We agree not to divulge either our bids or those of other suppliers to any other external party.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of \_\_\_\_\_ or BANK OF MAHARASHTRA. However every effort will be made to ensure availability of technology resources to enable continuous bidding.
8. \_\_\_\_\_ does not take responsibility beyond the bid event. Order finalization and post order activities such as shipment, payment, warranty etc would be transacted directly between us and BANK OF MAHARASHTRA.
9. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance, Online Auction Results and Actual Compliance of Agreed Specifications. However, Auction result is a critical factor in the decision-making process.
10. Our participation in a bid event is by invitation from BANK OF MAHARASHTRA. Any other suppliers, including those registered on \_\_\_\_\_ do not automatically qualify for participation.
11. Pseudonyms (aliases) will be assigned to respective suppliers just before the commencement of the bid event. These are not to be disclosed before, during or after the bid event.
12. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
13. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid by \_\_\_\_\_ in consultation with BANK OF MAHARASHTRA. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
14. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel or re-open the auction.
15. We shall indemnify and hold \_\_\_\_\_, its subsidiaries, its successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or

claims for personal injury or property damage caused by any manufacturing defect in the Products or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.

16. \_\_\_\_\_, any of its related companies, any of its owners, employees or other representatives will not be liable for damages arising out of or in connection with the use of the website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
17. \_\_\_\_\_ does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of \_\_\_\_\_'s control.
18. Please note that BANK OF MAHARASHTRA may consider debaring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
19. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
20. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

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

**Name:**

**Stamp:**

**Designation:**

**Place:**

**Date:**

**Organization:**

**Signature**

## APPENDIX

### 1.1. Appendix 1- Format A01: Format for Specific Queries Related To RFP 152016

Query format for Pre-Bid Queries: Specific queries related to RFP 152016 Document

RFP 152016	Bidder's Name:				
Sr.No	Page #	Section #	Main Section Name	Clarification Point as stated in the RFP 152016 document	Comment/Suggestion/Deviation
1					
2					
3					
4					

### 1.2. Appendix1 – Format A02: Format for General Queries Not Related to RFP 152016

Query format for Pre-Bid Queries: General queries NOT related to RFP 152016 Document

RFP 152016	Bidder's Name:	
Sr.No	General Query Related to RFP 152016	Comment/Suggestion/Deviation
1		
2		
3		
4		

End of Document