

Request for Proposal (RFP)
FOR
Supply, Installation & Maintenance
Of
Bunch Note Acceptor (BNA)
Machines



RFP Ref No. - 082017

Bank of Maharashtra
Head Office, 'Lokmangal',
1501, Shivajinagar Pune-411005

Cost of Tender Document: Rs. 15000 /-

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1. Invitation for Tender offers:-

Bank of Maharashtra invites sealed tender offers (Technical bid and Commercial bid) from experienced bidders for Supply, Installation and Maintenance of 100 Bunch Note Acceptor (BNAs) with minimum commitment of 50 BNAs within a period of one year at its branches and / or electronic lobbies across the country. A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee of Rs. 15,000/- (Rs. Fifteen Thousand only) by demand draft /bankers cheque in favor of Bank of Maharashtra and payable at Pune.

Bid Collection and Submission

Tender Reference number	082017
Price of Tender Copy	15,000/-
Date of commencement of sale of tender document	05/10/2017
Last Date of sale of tender document	25/10/2017 up to 13.00 hours
Queries to be mailed by	01/11/2017 up to 17.00 hours
Pre – Bid meeting with bidders	06/11/2017 at 11:00 hours
Last Date and Time for receipts of tender offers	15/11/2017 up to 14.00 hours
Time and Date of Opening of technical bids	15/11/2017 at 15.00 hours
Place of Opening tender offers	Bank of Maharashtra IT, BPR & MIS Department Head Office, 1501, Lokmangal, Shivajinagar, Pune – 411 005.
Address of Communication	As above
Earnest Money Deposit	25,00,000/-
Contact Telephone Numbers	Phone : 020 - 25536266, 020 - 25536051, Fax : 020 – 25521568

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. 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 will choose to attend the opening of tender on the above-specified date, time and place.

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

**General Manager
Information Technology**

2. Introduction

Bank of Maharashtra is a nationalized bank with a standing of more than 75 years. It has a three tier organizational set up consisting of branches, Regional Offices and Central Office. The Bank has 1900 + branch offices across the length and breadth of the country. In the state of Maharashtra itself it has 1000 + branch offices, The Bank has so far installed 2000 ATMs and BNA having presence across the country. The largest network of branches by any Public Sector Bank in a state of Maharashtra.

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, Lockers and merchant banking etc. All the branches of the Bank are computerized and Core Banking solution has been implemented in all the branches. Core Banking solution has been provided by M/s TCS.

3. Purpose of RFP

Bunch note acceptor is the latest technology which is designed to meet the demanding needs of retail cash management, whether in safes, cash deposit systems, security applications, self checkouts or kiosks. It features enhanced recognition technology, faster note-to-note speed, improved barcode recognition, Biometric, UIDAI Enable and increased capacity to accept up to 100 different currencies and denominations. By minimizing wear components and note jams and maximizing the fast acceptance of legal currency, reduces maintenance costs and increases productivity.

Bank is looking for Bidders who can supply, install, commission and maintain BNAs for a period of 7 years. The Bank proposes to procure and deploy 100 BNAs with minimum commitment of 50 BNAs within a period of one year at its branches and / or electronic lobbies across the country. Bank proposes to install BNA within the branch lobby or the electronic lobby attached to the branch accessible round the clock. The site for the BNA, conditioned power supply and networking arrangement through Branch LAN to ATM Switch will be provided by the Bank.

BNA which having functionalities like touch screen, Biometric, UIDAI enable, Triple DES enabled, EMV certified, dip smart card reader, etc. have to be supplied and installed at sites decided by the Bank. The BNA should have capability / features for remote monitoring of their all-round health / status. Electronic journals have to be pulled to a central site. Along with BNA, accessories and Digital Video Surveillance System, various sensors alarm system and all Manage services etc., will also have to be supplied, installed and maintained wherever required by the Bank. The detail technical specifications for BNA are given in (**Annexure- D**) BNA Technical Specification Details.

4. Eligibility Criteria:

Eligibility of the Bidder:-

Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

Note: The Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. Bank of Maharashtra reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of Bank of Maharashtra in this regard shall be final, conclusive and binding upon the Bidder.

Sl No	Description of Eligibility Criteria	Support document required.
1.	The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 having a turnover of minimum of Rs. 50 crores in each year in the last three financial years i.e. 2014-15, 2015-16 and 2016-17. This must be the individual Company's turnover and not that of any group of Companies.	Copies of Audited Financial statements for the financial year 2014-15, 2015-16, 2016-17*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. * If 2016-17 Financial Statements of any bidder is unaudited the Bank would consider the Audited Financial statements of 2013-14 along with an undertaking letter from the bidder that the 2016-17 statements are not audited.
2.	The bidder should have profit in at least two of the last three financial years (2014-15, 2015-16 and 2016-17) from Indian operations.	Copies of Audited Financial statements for the financial year 2014-15, 2015-16, 2016-17*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification. * If 2016-17 Financial Statements of any bidder is unaudited the Bank would consider the Audited Financial statements of 2013-14 along with an undertaking letter from the bidder that the 2016-17 statements are not audited.
3.	The Bidder should be in the business of ATM/ CD/ BNA Managed Services in India for a minimum period of three years as on the bid submission date. Bidder should have experience in undertaking the activities of ATM / CD/ BNA Managed Services in India for at least 500 ATM/ CD/ BNA of	Certificate of Incorporation and other Documentary Evidence to be attached. Documentary proof of deployment of BNAs in PSU/Non-PSU scheduled commercial Bank i.e. proof of order/ contract copy/ customer credentials.

SI No	Description of Eligibility Criteria	Support document required.
	PSU/ Non-PSU scheduled commercial Banks for the last one year from the date of issuance of this RFP.	
4.	The Bidder should have its own exclusive BNA support infrastructure covering all regional/Zonal office centers across the country, with owned/franchisee service centers at particular those location having Bank of Maharashtra zonal regional centers, to give service all BNA locations of Bank of Maharashtra and provide 24x7 support, call escalation, SLM, replacing consumables and should also be capable of expanding the support infrastructure in keeping with the requirements of Bank of Maharashtra	List of such centers with contact persons, telephone numbers and addresses should be enclosed along with the technical bid
5.	The Bidder should not have been blacklisted by any Government organization / Banks / Financial Institutions in India.	A Self declaration to that effect should be submitted along with the technical bid.
6.	The production unit / factory of the brand of BNAs being quoted should be ISO 9001:2008 certified. If the production units are outside India, it should meet equivalent international standards.	enclose the documentary proof
7.	Bank of Maharashtra prefers Original Equipment Manufacturer (OEM) to quote directly. However, OEM can quote through a distributor who should meet all above eligibility criteria except in respect of production unit, which OEM should meet. However, both should not participate, in which case both will be disqualified and their offers will be rejected summarily by Bank of Maharashtra	Bidder should submit Manufacturer's Authorization Form duly signed as per Annexure of RFP.
8.	The Bidder should ensure that there are – (a) no legal proceedings pending or threatened against	Bidder should submit declaration duly certified by Statutory Auditor

SI No	Description of Eligibility Criteria	Support document required.
	Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under the Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or any sub-Bidder / third party or its team members by any statutory or regulatory or investigative agencies. Bidder to submit declaration in this regard duly certified by Statutory Auditor.	
9.	The proposed BNA make and model should have the capability to be connected with the IST Switch as on the date of Bid submission.	Undertaking letter/Confirmation from the bidder with details of the banks in India.
10	Adoption of Integrity Pact	Integrity Pact as per Annexure N to be submitted on Rs. 500 Stamp Paper.

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

Shri. Nilmoni Bhakta

Address - A-801, PBCL CHS Ltd.

Plot No. 3, Sector 46 A

Nerul, Navi Mumbai, 400706

Email - nilmoni.bhakta@gmail.com

Shri. Madan Lal Sharma

Address - K-23, Jangpura Extention

New Delhi

Email - ml.sharma1965@yahoo.com

5. Instructions to bidders

5.1 There shall be two stage bidding process.

5.1.1 Technical bids submitted by the bidders shall be evaluated first.

5.1.2 Commercial bids of those bidders who qualify in the technical evaluation process shall be taken up for consideration in the second stage.

5.2 Bid submission

Technical and commercial bid be submitted to the bank as per the schedule as under:

- One Copy of the Technical Bid.
- One Copy of the Commercial Bid must be submitted at the same time, 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 sealed envelope containing Commercial bid must be submitted separately to the Bank.**
- The tender documents should reach the Bank on or before **15/11/2017 up to 14:00 hours.**

Bank's address

The Deputy General
 Manager IT, BPR & MIS
 Bank of Maharashtra
 "Lokmangal", 1501,
 Shivajinagar
 Pune 411005

Email: agmitprocurement@mahabak.co.in
 Mangala.Mahadik@mahabank.co.in

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

Type of Offer (Technical or Commercial)

Tender Reference Number

Due Date

Name of Bidder

All Annexure and Formats should be stamped and signed by an authorized official of the bidder's company. The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.

ENVELOPE-I (Technical bid):

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 Tender **reference No 6 Scope of Work**. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that the services asked for are quoted and should give all required information. **A Photostat copy of Commercial offer with prices duly masked be submitted along with the Technical Bid.**

ENVELOPE-II (Commercial bid):

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner.

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

These envelopes containing the Technical bid and Commercial bid should be **separately** submitted.

5.3 Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favor of Bank of Maharashtra and payable at Pune, (valid for 180 days from the due date of the tender) for **Rs. 25.00 lakh (Rupees Fifty Lakh 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 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.

5.4 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.

5.5 Non-transferable Tender

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

5.6 Soft Copy of Tender document

The soft copy of the tender document will be made available on request by bidder. However Bank of Maharashtra shall not be held responsible in any way, for any errors/omissions/mistakes in the soft/downloaded copy. The bidder is advised to check the contents of the soft / 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 will have to pay the non-refundable fee of Rs. 15000/- by way of a demand draft / bankers' cheque in favor of Bank of Maharashtra payable at Pune towards cost of RFP before submitting the bid.

5.7 Offer validity Period

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

5.8 Address for Communication

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

Bank's address
The Deputy General Manager IT, BPR & MIS Bank of Maharashtra, "Lokmangal", 1501, Shivajinagar Pune – 411005 Email: agmitprocurement@mahabank.co.in Mangala.Mahadik@mahabank.co.in

5.9 Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Conference meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach in writing or by e-mail on or before 01/11/2017 **by 17:00 hours** on the address as mentioned above. All the queries of the Bidder would be addressed in the scheduled pre-bid meeting only. The clarifications given in the Pre-Bid meeting will be made available to the bidder on Bank's website.

Only the authorized representatives of the bidders (maximum 2 persons) who

have purchased the RFP will be allowed to attend the Pre-Bid meeting.

5.10 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 in the tender document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. **A copy of the authorization letter should be brought for verification.**

5.11 Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

a) Eligibility Criteria :

Bank of Maharashtra will first scrutinize the eligibility of the bidders as per **"Eligibility Criteria"** mentioned in **point no. 4** of the RFP based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation.

b) Technical evaluation:

Bank of Maharashtra will scrutinize the offers. Bank of Maharashtra will determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. The bidders who qualify in technical evaluation will only be short listed for commercial evaluation.

c) Commercial evaluation :

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

Bank of Maharashtra will consider the **seven years TCO (Total Cost of Ownership)** for the purpose of price comparisons given by the bidders on the figures in the **ANNEXURE – F**. **Only the TCO figure arrived by Bidder will be read subject to verification after opening of commercial bids.**

5.12 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.

5.13 No Commitment to Accept Lowest or Any Tender

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

5.14 Bank's Right to Accept any bid and to Reject any or All bids.

Bank of Maharashtra reserves the right to accept or reject any bid in part or in full, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidders of the grounds for the Bank's action.

5.15 Contacting the Bank

No Bidder shall contact the bank on any matter relating to its bid, from the time of opening of bid to the time the contract is awarded.

Any effort by a bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidder's bid.

5.16 Submission of Technical Details

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

5.17 Format for Technical bid

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

should contain the technical brochures etc.

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

1. Index
2. Covering letter. This should be as per **Annexure - A**.
3. Details of the bidder, as per **Annexure - B**.
4. Compliance of eligibility criteria along with support documents as per **Point No 4**.
5. Technical bid with Specifications as given in Tender **Annexure - D** complete with all the columns filled in.
6. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document from 6.1 to 6.28.

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
6.1	Technical Inspection and Performance Evaluation		
6.2	Payment Terms		
6.3	Implementation (Delivery, Installation & Commissioning)		
6.4	Order Cancellation		
6.5	Inter-Working of Hardware & Software		
6.6	Acceptance Tests		
6.7	Hardware & Software Warranty		
6.8	Annual Maintenance Charges		
6.9	Liquidated Damages		
6.10	BNA Uptime		
6.11	Penalty for Delay		
6.12	Penalty for Downtime		
6.13	Right to Audit		
6.14	Service Level Agreement		
6.15	Bank Guarantee		
6.16	Availability of Product & Spares		
6.17	Indemnity		
6.18	Publicity		
6.19	Guarantees		
6.20	Force Majeure		
6.21	Resolution of Disputes		
6.22	Confidentiality and Security		
6.23	Future Addition of Hardware/Software		
6.24	Loading Antivirus Solution		
6.25	Training		
6.26	Testing		

Term No	Short Description of term	Complied	Detailed explanation
6.27	Authority Signatory		
6.28	Notices		

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

7. Declaration for Acceptance of Scope of work as per **Annexure – K**.
8. Warranty and AMC details (for all relevant schedules). This should not contain any price information.
9. Technical Bid should not contain any price information.
10. Delivery and Implementation schedule.
11. The bidder should provide as part of the technical bid, the process to be followed and the methodology that will be used for implementation of the project. The technical document must be complete so as to provide comprehensive and total solution.
12. Technical Documentation enlisting the work flow.
13. Details of Past Experience and installation, as per **Annexure – C**
14. Details of service/support centers as per **Annexure – E**
15. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
16. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document.
17. All documentary evidence wherever required to be submitted be properly arranged.

5.18 Masked Commercial

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

5.19 Format for Commercial bid

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

1. Index
2. Covering letter
3. Commercial Version of Bill of Materials and Commercial Offer (as per **Annexure - F**).
This must contain all price information.
4. A statement that the bidder agrees with Payment terms given in the tender.

The bidder must quote for ALL the items mentioned in Annexure - F and also fill up the TCO for L1.

5.20 Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-

written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. Bank of Maharashtra may treat offers not adhering to these guidelines as unacceptable.

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

5.21 Location

This tender is being floated by the Head office of Bank of Maharashtra. The Hardware, services and the facility being procured through this tender shall be implemented by the bidder getting the order at the locations of Bank of Maharashtra across the country. Bank reserves the right to make changes in the locations. List of Bank Zonal Offices across the country is as per **Annexure – L**.

5.22 Costs & Currency

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

1. Cost of the equipment
2. Installation and commissioning charges, if any,
3. Minimum of three-year comprehensive on-site warranty covering all parts & labour. This period will start from the date of acceptance by Bank of Maharashtra.
4. Four years post warranty AMC.
5. Transportation and Forwarding charges to the site.
6. In addition to transit insurance normal electronic equipment insurance should be available up to installation or up to 30 days from date of delivery whichever is earlier.
7. All taxes and levies including Goods & Service Tax but excluding Octroi/LBT.

5.23 Fixed Price

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

5.24 No Negotiation

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

5.25 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.

5.26 Right to Alter Quantities

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

6. Scope of Work

1. The delivery will be spread across PAN India and deployment to be completed as per Bank of Maharashtra requirement. The Bidder shall be responsible for delivery of BNAs ordered at all the sites and for making them fully operational within 3 weeks from the date of delivery instruction for locations where road permit is not required and 5 weeks where road permit is required (co-ordination, liaising etc. with respective authorities for obtaining entry / road permit has to be done by Bidder) at no additional charge.
2. The Bidder shall be responsible for delivery and installation of the BNAs at the locations across the country irrespective of location (ground floor or any upper floor/s) and distance without any cost to the Bank.
3. Bank is proposing to purchase 100 nos. of BNAs with minimum commitment of 50 BNAs within a period of one year. As regards remaining quantity of 50 BNAs, It will be Banks discretion to go ahead with the purchase. Bank may or may not procure the balance no. of 50 BNAs. If purchased, the rate shall remain the same for one year from the date of first purchase order. Bidder will be responsible for supply and installation of BNA as per **Technical Specifications given at Annexure-D.**
4. The BNAs to be supplied & installed must be new (not refurbished) with biometric function ready to use.
5. The BNAs will have to be supplied with the complete documentation of hardware, all subsystems, operating systems, system software, software drivers and manuals as applicable. The Bidder shall supply operation and maintenance manuals together with drawings of goods and equipments built. These shall be in such details as will enable Bank of Maharashtra to operate, maintain, adjust and repair all parts as stated above. The software version installed on the BNAs provided by the selected vendor should be uniform across all BNAs. The software should support all products & services currently offered by Bank of Maharashtra through its ATM/CD.
6. The Bidder should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all above BNA in English, Hindi, Regional languages. In future, if RBI or any other regulatory authority issues guidelines for development / implementation for more options in regional languages, the same

should be provided to the Bank without any additional cost. The BNA should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, functional keys based voice guidance support with internal speakers & jack. The Bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank.

7. The Bidder should not substitute any internal components or sub-systems of BNAs by similar items from different manufacturers without adequate justification that is acceptable to Bank of Maharashtra.
8. The Bank will undertake quality test check of all the BNAs installed through internal or external auditors to ascertain adherence to the technical specifications.
9. Bidder has to install external dome camera during installation of BNA with required cabling and casing work at no additional cost. Dome camera should be installed in such a way that it captures images of overall site.

Bidder should shift the BNAs to new locations as per Bank's requirements in case of relocations, renovations and closure of a particular site. Shifting charges for BNAs (same lobby, inter-city and intra-city) has to be provided in the **commercial bid-Annexure F**.

10. The Bidder should perform the various activities at the instance of Bank like IP changing activities, changes in cassette configurations, Screens etc without any additional cost on account of Engineer visit charges during contract period.
11. Grouting of the BNA has to be done by Bidder, as part of BNA delivery and Installation activity according to the Bank specifications. (Drilling 8"-10" holes in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners - min. 6" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding).
12. The tender documents cannot be sold and / or transferred / assigned. If the same is done, tender documents are liable to be summarily rejected by Bank of Maharashtra. Any decision of Bank of Maharashtra in this regard shall be final, conclusive and binding on the Bidder.
13. If Bank of Maharashtra is not satisfied with technical specifications and the feasibility of the technical offers, the commercial offers will not be opened in the RFP process. Technically disqualified offers will not be taken up for further process and no discussions / interface will be granted to such Bidders.
14. Bidder should have centralized complaint monitoring system in place with toll free number for call logging and web-based call login facility with 24x7 access for Bank/branches/offices.
15. Bank propose to outsource the cash management services for BNA which will include following areas :-

- a. Removing Cash, tallying with the CBR (Cash Balancing Report) and depositing the cash with the designated branch of the Bank.
- b. Cash Loading / Replenishment (as and when required)
- c. Cash Reconciliation/ Management on T+1 basis as given details in **Point No.17 Cash Reconciliation / Management**
- d. Any other cash related activity will be finalized with the successful bidder.

However, the above services shall be optional i. e. Bank shall have discretion to go for it or not.

16. BANK reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of BANK in this regard shall be final.

17. Cash Reconciliation/Management

The bidder should provide a portal to the branches from where branches can view/search live transaction done based on following criteria:

- a. Retract cases account wise, date wise.
- b. Successful cases account wise, date wise.
- c. Search any transaction either based account no, date, transaction number.

The Bidder should resolve reconciliation disputes within 3 working days of reporting the difference. If the Bidder does not respond by third working day the difference amount will be recovered from Bidder on fourth working day.

Upon reconciliation if difference is observed, the Bidder will be responsible for reconciliation of cash and resolution of all related complaints received from customers. The cash shortage under this model has to borne by the Bidder.

Transaction level Reconciliation for Deposits and Withdrawals - 4 Way Reconciliation comprising EJ/Switch/CBS/CBR.

GL Reconciliation – Reconciliation of Physical Cash as per CBR (Cash Balancing Report) and GL.

Dispute Resolution for Cash deposit transactions and Cash Withdrawal Transaction.

Initiating proactive Credits on the basis of above transaction level reconciliation and reconciliation of excess utilized.

Any shortage or loss of cash, whatsoever and for whatever reason shall be immediately made good to the Bank without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by the Bank shall be remitted to the Bidder by the Bank after adjustment of outstanding dues if any.

18. Broad Scope of Work (Functional Requirements)

- i) The site for the BNA, conditioned power supply and networking arrangement through Branch LAN to ATM Switch will be provided by the Bank.
- ii) The BNA will support functionality of Cardless online real time deposit of Cash to the credit of account maintained at any branch of the Bank.
- iii) The BNA will be interfaced to ATM Switch for connectivity to the Core Banking Solution. The depositor will have option of inputting the 11 digit account number which will be validated by the CBS.
- iv) BNAs with technology of touch screen, EPP keypad, Triple DES enabled, EMV complied dip smart card reader, recycler ready etc. have to be supplied and installed at sites decided by the Bank.
- v) The BNAs should have capability of remote monitoring of their all-round health status. BNA should have capability of installation / updation of patches, installation of screens remotely.
- vi) Selected Vendor should provide end to end managed services. Vendor should also provide cash handling under managed services. (Vendor may have joint venture with Bank MS vendor). In the TCO cash handling charges should be separately mentioned.
- vii) Selected Vendor would be responsible for EJ Management in entirety. Vendor should provide and activate Electronic journal pulling software / agent at each BNA for pulling the EJ to a central site. Vendor should pull the EJs to its Managed Service Centre. The EJs pulled should be preserved by the Vendor at its Managed service Centre for a period of six months. The necessary hardware for storing the EJ at its managed service centre should be provided by the Vendor as part of its offer without extra cost. The necessary backhaul and supporting network equipment (IPV6 compliant) at both locations connecting the Managed Service Centre of the Vendor to Bank's DC should be provided by the Vendor as part of its offer to the Bank. The Bank will not pay any extra cost for the same. The Bidder should ensure that traffic to be end-to-end IP Sec/3DES or higher Version encrypted between its Managed Service Centre and Bank's DC.
- viii) In the event of the Bank requiring EJ of a particular transaction, Vendor should provide the same within two hours in text format by email to the Branch with reconciliation report of the transactions of the particular day. In the event of non-availability of EJ centrally for whatsoever reason, the Vendor should send its personnel to Branch and retrieve EJ from BNA hard disk and assist in reconciliation by providing transaction log, reconciliation report within one day without any additional cost to the Bank.
- ix) In case any hot fixes, bill validation modifications, software patches, Screens etc cannot be applied remotely, the selected Vendor is required to update the Software, OS by sending its personnel at each location. This exercise should be done free of cost. Also there should not be any provision of attaching external media like USB to the BNA.

x) BNA should verify the genuineness of the notes online while accepting currency notes before confirming the transaction of depositing in accounts. The selected vendor will ensure that the BNA machine has all the relevant security features such as it does not accept any mutilated/ torn/ zero value/ Lesser than the Face Value of currency notes. If it accepts the same at any time the Service Provider will compensate the Bank for any financial/reputational loss incurred on account of it. The machine should ensure the acceptance of fake notes as per RBI guidelines.

xi) BNA should have the capability of impounding the counterfeit currency. Selected vendor should undertake to upgrade the counterfeit currency detecting software minimum once in six months.

xii) BNA should have Note number tagging and traceability to account with appropriate report generation as per Bank's requirement.

xiii) BNA should be capable of and provide for adherence to RBI's Note Authentication and fitness sorting parameters.

xiv) Selected Vendor should update the software to support all new variants of currency notes as well as new denominations, if any, issued subsequently without any extra cost to the Bank during the period of warranty and AMC. Vendor should update the Bill validation software to reject all genuine currency notes withdrawn from circulation by RBI based on the guidelines and within the required time frame.

xv) Bunch Note Acceptor should accept Bulk deposit of cash with facility to recognize genuine currency of multiple denominations and accept at least 200 notes at one go and prompt for more before processing the transaction. It should not accept more than 49999/- for single transaction or as per Bank's requirement.

xvi) BNA should have five cassettes with capacity of storage of minimum 2500 notes per cassette. Of the five cassettes, initially four storage cassettes should be configured for deposit of currency and fifth cassette should be available for diverting the counterfeit currency for impounding. During the contract period Vendor should reconfigure three cassettes for Cash recycling as and when required by the Bank.

xvii) BNA should have temporary stack unit with Escrow capacity of minimum 200 notes.

xviii) BNA must be accompanied with three cameras i.e. one hand camera, one machine camera and one lobby camera.

xix) The selected vendor shall undertake any recalibration / reconfiguration on account of changes required by Govt. of India and Regulatory guidelines without any extra cost to the Bank

19. AMC & Second Line Maintenance of equipments at BNA sites (SLM)

The Selected Vendor has to enter into a comprehensive Annual Maintenance Contract

of BNA, post warranty period. Selected Vendor has to ensure all BNAs are in operational condition for 24X7X365. During warranty and AMC period, the Bidder has to coordinate with the respective vendors as part of the scope.

No extra charges shall be paid by the Bank during the tenure of contract for any maintenance activity, Repairs, replacement of all spares of BNAs, Connectivity equipments, electrical, consumables Spare part etc, what so ever.

Supply, installation and replacements of original spare parts (OEM make only) including all consumables due to any breakdowns, thefts, voltage fluctuation, earthing related, electrical fluctuations, short circuit, rodent attacks, etc or natural wear & tear or due to aging of BNAs, without any extra cost to Bank.

Further, the Bidder should arrange for change of password & Replacement of electronic or mechanical lock or break opening of lock of BNAs without any additional cost to Bank on account of any reason thereof.

Preventive maintenance for BNAs at least once in every three months and as and when required.

Selected Vendor has to provide BNA camera image and external dome camera image free of cost, whenever Bank requires the same. The storage at BNA should be holding the images at least for a period of 6 months.

Any financial loss on account of non-availability of the footage due to reasons attributable to Bidder shall be borne by the selected vendor.

Implementation of hardware and software level Configuration changes including cassette configurations / IP configuration changes wherever required/ necessitated by the Bank without any additional cost to the Bank.

Quarterly satisfactory performance certificate/ PM report to be obtained with base branches acknowledgement and reports should be submitted at HO.

The Bidder is expected to take full-fledged responsibility of the BNA (both hardware & software). Bank shall not pay any charges for fixing/replacing any spare parts/ consumables for whatsoever reason other than Vandalism, fire and natural calamities.

The Agents Updates, Patches (or any other software component) etc. shall be provided by the selected vendor through OEMs without any additional cost to the Bank.

Checking and resolving of BNA camera status as a part of SLM & PM activity or otherwise.

20. Centralized Electronic Journal (EJ) pulling, Software & Content distribution at BNAs

The Selected vendor should have the facility to extract the electronic journals for all

the transactions in each and every BNAs to a centralized location server and Bidder should provide a portal from where required enquiry by the branch.

Selected Vendor has to ensure that the success rate of EJ pulling is at least 97% on T+1 basis and 100% on T+3 basis.

Bank requires EJs to be stored in encrypted format, with a sole private key to the Bank. Successful Vendor must preserve / store/ SFTP EJ in encrypted format.

The successful Vendor has to take full responsibility of pulling Electronic Journals from BNAs and archival of the same at least for a period of 6 months or as decided by the Bank. The Vendor has to provide the Electronic journals to Bank's reconciliation team on T+1 basis at the desired location as decided by Bank. The Selected Vendor has to also provide Journal Prints (JP Rolls) to the Base Branch on daily basis or whenever requested by the Bank.

The solution should be compatible & capable of working on third party software for EJ pulling services i.e. IQSD, Radia, SDMS, Infobase etc and / or any other agent that the Selected Vendor may deploy and in no way should hamper the functionality of the BNA.

In case of software crash, Selected Vendor will make arrangement to copy data on daily basis to a remote folder and provide the same as and when required. If the BNA disconnects or EJ Pulling software needs to be re-installed, Selected Vendor will take up the matter directly with the respective vendors for solution immediately but latest within 8 hours. Bank will not be responsible for the same.

Centralized content distribution to all BNAs within 2 days after Bank provides creative , new/additional BNA screen sets & audio files etc and provides details of Successful and unsuccessful upload of the same in BNA. In case it is not possible to distribute the screens through centralized mode due to size of files or any other issue, the Selected Vendor should update the same by sending engineer onsite without any cost to Bank.

Screen distribution should be platform independent – should support windows 7 or any other higher Operating Systems installed on Bank BNAs. The solution should support PCX, GIF, MPEG, FLC, FLI and other image, audio, video file formats.

The solution should be capable of distributing screens, audio files, antivirus software and patches at specified BNAs PAN India and also should be capable of roll back if brought to the previous state.

All necessary hardware, software etc required for this purpose (if not installed on any of the BNAs) shall be provided by the Selected Vendor without additional cost to Bank.

21. Helpdesk & Incident Management Centralized Helpdesk with multiple communication lines as single point of contact for BNA or any other related issues.

Proactive problem resolutions round-the-clock and remote support to field operatives and Branches.

The system should drive an automatic process (fault diagnosis, fault segregation, fault ticket generation, assigning owner to the ticket, and call to action, dispatches, progress monitoring, escalation and call closure) to record any type of fault without manual intervention.

The Selected Vendor should provide a dedicated help desk that function as the single point of contact for end-to-end resolution for BNA, automated on-line real-time fault detection & trouble ticketing.

The Selected Vendor should coordinate with BNA vendor/OEM for all the activities under the scope of work of this RFP.

The Selected Vendor's Incident Management Services should also manage the coordination and follow up till resolution of incidents that require both single and multiple third parties.

Proactive and reactive review of hardware & Software performance of BNA.

The Selected Vendor shall provide BNA Uptime/ downtime / SLA report within 24 hours as desired by Bank as and when required.

Any customization required for monitoring the performance of BNA has to be done by the successful Selected Vendor at his own cost.

Detailed analysis report on performance, uptime and availability of BNAs to customers ATM wise /State wise/center wise etc on monthly basis and/or as and when required.

Monthly Reports on the Selected Vendor's performance on call logging, call forwarding to the Third Party Vendor and escalations if required

The Selected Vendor should provide monthly and daily detailed BNA transaction report on BNA performance.

Long pending issues and exceptional cases shall be reported in a separate format on daily basis and on weekly basis as the case may be.

22. Consumables and Stationery

Supply and replenishment of consumables (i.e. JP Paper, RP Paper, JP Ribbon, etc) without any quantitative limit and as per the specifications of the Bank.

The receipt printer paper roll shall be as per the specifications decided by Bank and will be having Bank's advertisements in bilingual format without any extra cost to the Bank. All thermal paper prints must have a quality to be stored in good condition for a minimum of 1 year period.

23. Networking for BNA Connectivity

The Selected Vendor is required to provide the connectivity to the Bank's location at DC and DR through a 2 MBPS lease line or higher as per the requirements with a fall back from alternate service provider. The Selected Vendor should provide the network devices required at the Bank's location to terminate these links. The Selected Vendor should also ensure redundancy in network devices at DC and DR.

The entire network till the termination at Bank's DC/DR will be owned by the Selected Vendor including the network equipments and all the cost of equipment and backhaul cost (including all Indirect Taxes like Goods & Service Tax etc) should be borne by the Selected Vendor.

The Selected Vendor will monitor the BNA connectivity and should maintain 97% uptime. Selected Vendor will provide weekly, monthly report of SLA and uptime of connectivity including backhaul links. End to end network management will be taken care by the Selected Vendor and Selected Vendor has to provide / makes necessary arrangement for the same.

The Network should adhere to the following security aspects:

1. Strong Authentication
2. IP Sec encryption for the traffic from BNA to DC, and DR, as advised by the Bank for data confidentiality
3. Segregation of proposed network from other customers and network level access controls including firewalls and router based access control should be implemented.
4. Guidelines from RBI (CSITE) regarding Security of the ATM/BNA be adhered to.

The installation/management of routers and/or other network equipment at Bank's Premises at DC and DR and at the Selected Vendors Hub/NOC shall be the responsibility of the Selected Vendor and shall be done in consultation with Bank. All the up-gradation / installation of OS patches as and when required shall be done by the Selected Vendor.

Selected Vendors have to ensure that their network equipments installed at Bank's Premises at DC and DR are on dual power supply.

Leased circuits for backhaul links shall not be shared with any other customer.

The Bank will have the right to conduct audits of the Network to ensure that the security controls are in place.

The Connectivity at DC & DR is to be through the security equipments installed at the respective locations and the Selected Vendor to co-ordinate with the Banks team, Security Integrator & Network Integrator.

In future, Bank may carry out design modification and/or application addition to the Our Bank network, including modification for the security policy implementation. Accordingly, Selected Vendor should carry out necessary configuration changes in

their network, as advised by the Bank time to time and no additional cost will be borne by the Bank in this regard.

The Selected Vendor should have a Disaster Recovery and Business Continuity Plan and the details in this regard should be furnished as part of the technical bid.

The Selected Vendor scope include network designing, last mile, bandwidth, installation, configuration, hardening, maintenance support, proactive monitoring and reporting, change management with service level agreement (SLA) binding the service provider to maintain uptime and application/service quality commitments.

Networking of onsite BNA to the BNA switch at Bank's DC and DR site will be provided by Bank through branch LAN/ WAN switch & router and network of Offsite BNAs through various modes like VSAT & CDMA. Banks already have backhaul connectivity for this.

24. Switch Feed

Bank will provide standard online switch feed for monitoring BNA health status. Selected Vendor should develop web based application or any other interface for monitoring BNAs at his own cost. The Selected Vendor should also share the monitoring tool with Bank.

If successful Selected Vendor is not able to monitor BNA health status efficiently or build a interface along with standard online switch feed, then successful Selected Vendor should be capable of deploying the BNA along with agent based feed monitoring system without any additional cost to bank, which should be capable of monitoring health status of BNA efficiently to his central monitoring system. Web base Interface should be designed following secure coding practices. Moreover, these may be operated using a reasonably strong user authentication standard as practiced by the bank.

7. Terms and Conditions

7.1 Technical Inspection and Performance Evaluation

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

7.2 Payment Terms

Bank of Maharashtra will be make payment as follows:

- a. No advance payment against purchase order.
- b. 90% of the value of the BNA will be paid within 30 days after successful commissioning. The payment will be made on receipt of the invoices along with installation report and acceptance certificate duly acknowledged by Bank of

Maharashtra.

- c. The balance 10% will be paid after 1 year or against equivalent bank guarantee as per the format prescribed by the Bank.
- d. In case any components of the BNA is found to be defective/damaged, payment in respect of such BNA will be withheld by Bank of Maharashtra till the defective component or the BNA itself is replaced as per Bank directives.
- e. The maintenance/ service bills pertaining to each month, for all services rendered during each month, shall be submitted to IT Department Head office Bank of Maharashtra within 15 days of the succeeding month. Payment will be processed within 15 working days subject to the scrutiny of the bills. Penalties on account of deficiency in service levels will be deducted from the bills submitted.
- f. Bank of Maharashtra decision as regards replacement of the defective part or the entire BNA shall be final, conclusive and binding on the Bidder.
- g. All the payments to the Successful Bidder shall be subject to the performance/ delivery of the Services to the satisfaction of Bank of Maharashtra for this purpose.
 - 1. Penalties / liquidated damages, if any, shall be deducted from the invoice value/ Contract value.
 - 2. The Successful Bidder shall be solely liable for the payment of all the past, present and future central, state and local levies, direct/indirect taxes, octroi, duties, local body tax, fines and penalties (including without limitation GST if any) by whatever name called, as may become due and payable in relation to the Services.
- h. Notwithstanding anything contained in this RFP/ the Contract or in any other document(s)
 - 1. under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract;
 - 2. Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.
 - 3. Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the

provisions of the Contract which the Bank at its sole discretion adjudge.

4. Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
5. It is clarified that the any payments of the charges made to and received by authorized Successful Bidder personnel shall be considered as a full discharge of Bank's obligations for payment under the Agreement.

7.3 Implementation (Delivery, Installation and Commissioning)

The Bank reserve rights to staggers the deliveries depending upon readiness of sites at various locations. The Bidder shall be responsible for delivery, installation, Commissioning of the BNAs ordered at all the sites and for making them fully operational at no additional charge within 8 weeks from the date of delivery instruction for locations. Bidder is required to obtained necessary road permits wherever required. However Bank will provide any letter, if required by bidder to carry out the task.

The installation will be deemed as incomplete if any component of the hardware, software, etc., or any documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to Bank of Maharashtra after acceptance testing/examination. In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire site will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 30 days.

7.4 Order Cancellation

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

If the Bidder fails to execute any or all of the PROJECT within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or Serious discrepancy /deviation from the RFP in hardware noticed during the technical inspection or If the Bidder fails to perform any other obligations(s) under the Contract.

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

7.5 Inter-working of Hardware and Software.

The bidder must integrate hardware, software and networking components supplied by him to make the system integrated and fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same.

The bidder must also take necessary steps to successfully install all the software components supplied by him on the hardware supplied/provided by bank. Moreover, any relevant software patches that are required to be applied, to the system software to make it compatible with supplied hardware must be identified and installed from time to time during the warranty and AMC period.

7.6 Acceptance Tests

1. Bank may ask the Bidder to arrange demonstration of the features, quality and capabilities of the BNA as per model committed in the bid and as agreed upon to be supplied and installed. Bank will accept the model on successful completion of the demonstration as above. Unsatisfactory performance of the BNA may result in Bank rejection of the entire offer.
2. The Bidder must submit pre-shipment quality inspection certificate along with the invoices to Bank. However, Bank reserves the right to conduct pre-shipment inspection by its own employee or approved third party. The Bidder has to offer the items for inspection in such a manner that it does not affect the delivery schedule. Factory inspection of the BNAs to be supplied to Bank will be carried out at Bidder's factory/site/center. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff/consultants from the Bidder if the BNAs offered for inspection are not as per Bank's order or the Bidder does not comply with the test and inspection procedure.
3. If any inspected BNA fail to conform to the specifications, Bank may reject the same and the Bidder shall either replace the rejected BNA or make all alterations necessary to meet specification requirements free of costs to Bank.
4. Bank right to inspect, test and where necessary reject the BNA after its arrival at the destination shall in no way be limited or waived by reason of the same being previously inspected, tested and passed by Bank or its representative.

7.7 Hardware and Software Warranty

The selected Vendor shall give on-site warranty for a minimum period of three year from the date of successful installation and commissioning of the equipment. During the warranty period, the Vendor will have to undertake comprehensive maintenance of the entire system, including hardware, Hardware components, application and system software, other hardware, and interfaces, software and accessories supplied by the bidder.

Vendor shall undertake on site preventive maintenance activity once in a quarter during the warranty period.

The obligations under the warranty expressed above shall include all costs relating to labor, spares, maintenance (preventive & unscheduled) and transport charges from site to manufacturer's works and back for repair/replacement at site or any part of the equipment which under normal & proper use and maintenance proves defective in design, material or fails to conform to the specifications. The turnaround time for spare parts replacement must be a maximum of 8 hours for metro/Urban/Semi Urban locations and 24 hours for rural places.

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

Warranty should not become void if Bank buys any other supplemental /software from a certified third party and installs it with these equipments. However, the warranty will not apply to such hardware items installed.

7.8. Annual Maintenance Charges

- a) The bidder should provide post warranty AMC services at 8% of cost of BNA. The offer must give commitment to provide maintenance at the rates quoted for **four years** from the date of expiry of warranty. Bidders are expected to maintain the equipment supplied for at least **seven years** from the date of acceptance by Bank of Maharashtra.
- b) The Bidder should maintain the BNA equipment spares, support for at least **4 years** after the expiry of warranty period. The Bidder is expected to ensure same maintenance standards during AMC as maintained during warranty period. The turnaround time for spare part replacement must be a maximum of 8 hours for metro/Urban/Semi Urban locations and 24 hours for rural places
- c) The Bidder is also expected to make available the spare parts for the systems for at least **four years** after the expiry of warranty period. Thereafter, vendor will give at least twelve months' notice prior to discontinuation of support services. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no additional charges to Bank, during the currency of warranty period and AMC.
- d) Bank of Maharashtra will pay AMC Charges in Indian Rupees at the end of

each quarter for every quarter.

- e) The selected bidder shall submit performance Bank Guarantee at the time of signing of contract to the tune of 10% of contract value covering **Three year** period of warranty.
- f) Before expiry of warranty period, the bidder shall submit Bank Guarantee equivalent to Annual Maintenance Charges of the cost of Hardware/Software.
This Bank Guarantee shall be valid for the entire period of AMC.
- g) On expiry of the warranty period, it would be the Bank's discretion to award the A.M.C. to the bidder of Bank's choice.
- h) During the warranty period and during the subsequent AMC period, the bidder would be required to maintain equipment/ Hardware/software to ensure prompt attendance to faults.
- i) Any software/patches, upgrades released by the OEM/Bidder should be provided free of cost during the AMC period.

7.9 Liquidated Damages

If there is a delay by the bidder in the delivery of the software as will be mentioned in the purchase order, the bidder will be liable to pay a sum of 1% (one percent) of the order value per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. In case the complete delivery is delayed beyond the scheduled delivery date, Bank Of Maharashtra reserves the right to cancel the contract and return the partially delivered equipment, if any, at the cost of the bidder and the entire amount received by the bidder by way of advance will be returned immediately together with interest thereon @ 2% per month from the date of receipt of advance till the date of refund. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value.

7.10 BNA Uptime

The Bidder should ensure 97% uptime (customer availability per BNA on monthly basis) for BNAs during warranty period and post warranty maintenance contract period. Uptime is calculated as accessibility/availability of BNA for all types of transactions supported on the BNA. Availability shall be for the end customer who should be able to perform all transactions (Financial including Cash & Non-Financial) that are supported on BNA, including deposit acceptance and dispensing cash of all denominations as decided by the Bank.

Exception/ Exclusions for Downtime / Overall availability to Customers:

The following downtimes would be excluded from uptime computation:

- 1) Actual downtime on account of Bank's Switch downtime.
- 2) Any other cause attributable to Branch/Bank's infrastructure & non availability of main power supply beyond UPS back up time available.
- 3) Actual downtime due to Cash out on account of delay in removal of excess Cash deposit from BNA by Bank.
- 4) Actual downtime due to Cash out on account of delay in loading of Cash by Bank.
- 5) Any delay in delivery and/or installation and commissioning of any BNA due to change in delivery instruction by the Customer/Purchaser shall not attract the penalty.

7.11 Penalty for delay

The performance of the Bidder will be judged on various parameters like Uptime of each BNA during warranty & post warranty period along with timely delivery, installation and maintenance of BNA.

The Bank reserve rights to stagger the deliveries depending upon readiness of sites at various locations. The Bidder shall be responsible for delivery, installation, Commissioning of the BNAs ordered at all the sites and for making them fully operational at no additional charge within 8 weeks from the date of delivery instruction for locations. Bidder is required to obtain necessary road permits wherever required. However Bank will provide any letter, if required by bidder to carry out the task.

If the vendor fails to complete the delivery, installation and commissioning within the said period, then liquidated damages @ 5% of the BNA Price will be charged for every week's delay subject to maximum of 10 % of the BNA Price.

7.12 Penalty for downtime

The Bidder shall maintain 97% overall uptime for each BNA. For each percentage downtime below 97%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per BNA basis. Further, in addition to the above, deduction will be made from the total monthly charges on pro-rata basis for those BNAs which are down for more than 24 hours (i.e. in Nov month , the BNA is down for 2 days, the payment for 28 days will be made) in addition to the above mentioned penalty.

A. Penalty for non-supply of consumables/ Low quality consumables:-

Penalty of Rs.500/- per day per BNA will be deducted towards non-supply of consumables as reported by the branches/offices. In case the Bidder supplies low-quality consumables in the BNA and if it is reported that the functioning of the BNA machine is problematic due to low-quality consumables utilized in the BNA, the bank will impose a penalty @ Rs. 500/- for each BNA per instance per day till the consumables are replaced.

B. Penalty under EJ Pulling services and EJ Reconciliation:-

Bidder has to ensure that the success rate of EJ pulling is at least 97% on T+1 basis and 100% on T+3 basis. In case of non submission of 100% EJ on T+3 basis, Bank will charge a penalty of Rs 500/- per day per BNA. Further, in case of any claims of the cardholder by the Bank in the event of non availability of EJ and EJ reconciliation, the Bank will recover the amount from bidder claimed by the cardholder.

C. Penalty for BNA Camera Images/ footages:-

Bidder should provide images/footages in case of disputed transactions/ or as and when required by the Bank. If Bidder is unable to do so for any reason, the Bidder will be liable to pay the disputed amount plus costs incurred by the Bank towards satisfaction of the disputed amount. If Bidder is unable to provide images within 3 days then a penalty of Rs.500 /- will be charged.

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

7.13 Right to Audit

The Bidder shall permit application/solution to be audited for quality and information security by Bank's authorized representatives or the agencies duly authorized by the Bank.

7.14 Service Level Agreement

The successful Bidder shall enter into a Service Level Agreement (SLA) containing terms and conditions laid down in this RFP & Purchase Order.

7.15 Bank Guarantee

The selected Bidder shall furnish unconditional and irrevocable Performance Bank Guarantee within 15 (fifteen) days (inclusive of holidays) of date of Commencement & Acceptance, for a period of 36 months from the date of acceptance to the Bank. Bank Guarantee for an amount of 10% equivalent to cost (value arrived at in **Annexure-F**).

The bank guarantees issued by any scheduled commercial bank other than Bank of Maharashtra is acceptable to the Bank.

The contract performance guarantee shall be kept valid till the completion of the Warranty period. The guarantee should have additional claim period of three months after expiry of guarantee. The vendor should provide performance Bank guarantee for warranty period of 3 years from the date of award of Contract.

7.16 Availability of Product and Spares:

The product/configuration offered should be available during the validity of the purchase order including extended period. Product brochures and details should be available on publicly accessible website. Spares for the product offered should be available for at least 4 years after warranty.

7.17 Indemnity

Bidder shall indemnify, protect and save Bank of Maharashtra against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware/software/network equipment etc. supplied by him.

7.18 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.

7.19 Guarantees

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

7.20 Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an even beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

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

7.21 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, of the bank and the bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

The parties agree that in the event of a continuing dispute between the Parties in connection with this agreement that could not be resolved through the process detailed above, the Parties shall refer such dispute to arbitration by a single arbitrator to be appointed as per the provisions of Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English. The venue of the arbitration shall be at Pune. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the Parties. The expenses of Arbitration proceedings, excluding the respective counsel fees, will be equally shared and paid by the Parties. All disputes shall be subject to jurisdiction of courts in Pune.

7.22 Confidentiality and Security

The Bidder shall seek to ensure the preservation and protection of the security and confidentiality of customer information in the custody or possession of the Bidder in the following manner:

Access to customer information by staff of the Bidder shall be limited to those areas where the information is required in order to perform the outsourced function.

The Bidder must ensure to isolate and clearly identify the bank's customer information, documents, records and assets to protect the confidentiality of the information. In instances, where the Bidder acts as an outsourcing agent for multiple banks, care should be taken to build strong safeguards so that there is no commingling of information/documents, records and assets.

Bank shall review and monitor the security practices and control processes of the Bidder on a regular basis and require the service provider to disclose security breaches.

7.23 Future additions of Hardware/Software

Bank would have the right to:

Shift the supplied system to an alternate site of its choice.

Disconnect/connect/Substitute accessories etc. or device or any equipment/software acquired from another vendor.

Expand the capacity/enhance the features/upgrade the hardware/software supplied either from the vendor or another vendor or developed in-house.

The warranty or service contract terms would not be considered as violated if any of above takes place. Should there be a fault in the operations of the system the vendor, would not unreasonably assume that the cause lie with those components/software not acquired from them.

7.24 Loading of Anti-Virus Solution

Bank of Maharashtra is implementing an Enterprise-wide Anti-Virus Solution across all the branches. The successful bidder will cooperate with the existing vendor of the Anti-virus solution for loading of the Anti-Virus solution on the servers /desktops or hardware, if any forming part of the proposed solution.

7.25 Training

Following training shall be arranged by the successful Bidder as part of implementation of the project:

1. Bidder should provide onsite training to staff of Bank at each site along with the manuals for user/Administrators besides training to the central administration team consisting of 3 staff members for at least two days. In addition to training handholding support should be extended for additional 30 working days for each branch and customers.
2. Bidder should also provide operational onsite training to officers of Bank at each site and at Branches including safe lock password change, viewing/ retrieval of images from DVSS system etc. The training should cover features of hardware, software, communication devices, security devices interfaces, admin job etc. including hands-on training and exercises.
3. At the request of the Bank, the Bidder should provide more rounds of user/administrative training at the required locations, without any extra cost.

7.26 Testing

The successful Bidder/s should provide one BNA with same quoted model, configuration and features as mentioned in the RFP at our Data center at Pune for testing purpose without any cost to the Bank.

7.27 Authorized Signatory:

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

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

7.28 Notices

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

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

Annexure A –Tender offer cover letter

Date: _____2017

Tender Reference No.: _____

To:

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

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

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

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

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

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

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

Dated this _____ day of _____2017

Signature: _____

(In the Capacity of :) _____

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

Annexure B – Details of the Bidder

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

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Details of ownership	
7.	Nature of activity	
8.	Name and designation of the person authorized to make commitments to Bank of Maharashtra	
9.	Email Address	
10.	Year of commencement of Business & number of years in business	
11.	Turnover of the company (not of group) 2014-15 2015-16 2016-17	
12.	Profit of the company (not of group) 2014-15 2015-16 2016-17	
13.	Sales Tax Number	
14.	Income Tax Number	
15.	Whether direct manufacturer or authorized dealers/agent	
16.	Name and Address of OEM	
17.	Location of Manufacturing facility of OEM	
18.	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	

Wherever the services are provided in liaison with a third party, we understand that it is our responsibility to protect the interest of Bank and ensure that BNA services are rendered uninterruptedly.

Place:

Signature:

Date:

Seal

Annexure C – Details of Track Record (Past BNA Installation)

Name of the Vendor _____

Sr. No.	Bank	Model Purchased	No. of BNAs purchased	Contact person Name Tel. /Mob. No. Fax No. Address	Period during which installed (last 3 years)	
					From	To

Any other details _____

Note: - Enclose satisfactory performance proof for above mentioned installations.

Place.

Date.

AUTHORISED SIGNATORY

Name: Designation.

Annexure D – BNA Technical Specification Details

Brand of BNA:

Manufacturer:

Model:

The Technical Specifications mentioned below are the **minimum required** however, the **Bidders should offer their best/higher specifications and latest model BNA**, which will meet BANK's requirement, satisfy or perform desired functions and comply with RBI guidelines also. The offer may not be evaluated and/or will be liable for rejection in case of non-submission of make and model of the items offered. All the features noted below are MANDATORY.

Annexure	
1. Processor and Hardware	
1.1	Intel core i3 Processor with 2.4 Ghz and 4MB cache or above 4 th generation
1.2	4 GB DDR2 RAM or higher
1.3	2x 500 GB IDE/SATA HDD (Minimum)
1.4	USB ports in front for front access BNAs (Minimum 5 USB with At least 2 USB port on the front side)
1.5	DVD Writer
1.6	101Keys Keyboard (optional)
1.7	Bidder should provide BNAs with Licensed Windows 7 Operating System with latest service pack . Bidder is responsible to upgrade the OS of BNAs or higher version before expiry of extended support of Windows 7 from M/s Microsoft at no additional cost during both warranty and AMC period. Further, Bidder should ensure that on upgradation, there should be no disruptions of service and no performance related issues faced.
1.8	OS hardening (with firewall). BNA should be adequately hardened and only essential services should be activated. No malware including viruses, worms, Trojans should enter the BNA and affect the system.
1.9	BNA should be accessible to physically Challenged, Wheel Chair Access and Visually Challenged as per ADA/AFA & RBI guidelines
1.10	BNA should support reversal message of transaction.
1.11	Multilingual Software for Customer Display apart from Hindi and English which will be provided by the Bank
1.12	Trace Features (Provide log file for all Messages received and sent by cash dispenser. Especially in networked conditions, log should provide information from where the message is received and to which the message sent on their IP addresses)

1.13	Remote login facility for such utilities like Remote load of screens, to shutdown, start cash dispenser clear fitness etc.
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2. Currency Chest	
2.1	UL 291 Level1 certified secured chest / CEN1 Certified Secure Chest
2.2	S&G / MAS Hamilton (KABAMAS-CENCON) dual electronic combination lock of 6+6 digits with capability having One time combination (OTC) option and audit trail without any hardware change
2.3	Alarm sensors for temperature status, vibration status and chest open status while sending signal/messages to Switch/Management Centre
3. Hybrid Dip Card Reader	
3.1	Dip Smart Card Reader / Magnetic stripe Reader with capability to read track 1 & 2
3.2	EMV Level 1 Version 4.0 or later, as certified
3.3	BNA should be ready for using EMV chip cards
3.4	Software, firmware, license for using smart card on BNA
3.5	EMV software on Chip Card access that Bank can implement on the machine upon enabling interbank deposit and /or cash withdrawal by activating Cash recycler
3.6	Conformance to Rupay, Mastercard, VISA standards etc.
3.7	Contactless Card integration capability
3.8	Dip card reader should have anti skimming device with the capability to prevent further transaction/shutdown/offline the machine with generation of alerts to central monitoring system after the detection of skimming.
4. Hybrid Dip Card Reader	
4.1	15"LCD with Touch screen and 8 function keys
4.2	Vandal Screen with Privacy Filter
4.3	Rugged spill proof Triple DES enabled keyboard with polycarbonate tactile / stainless steel EPP pin pad keys, EPP pin pad to be PCI Compliant with sealed metal keypad
4.4	Touch screen with support for visually handicapped through Function Defined Keys 4 + 4 AND EPP
4.5	Braille stickers on all devices as per requirements to support the visually challenged
4.6	Voice guidance support with internal speakers & headphone jack
4.7	Multi-lingual screens (minimum 3 languages) as per Bank's requirements to be supported.
5. Bunch Note Acceptor, Recycler ready Cash Deposit Module	
5.1	Bunch Note Accepting minimum 200 notes and Dispensing with capacity minimum 100 notes.

5.2	<p>BNA should accept all denominations Rs.50, Rs.100, Rs.200, Rs.500 & Rs.2000</p> <p>BNA should have template for all new variants of Rs.50, Rs.100, Rs.200 Rs.500 & Rs.2000. Bidder to provide details. Bidder should update the software to support all new variants currency notes as well as new denominations, if any, issued subsequently without any extra cost to the Bank.</p>
5.3	Minimum of 4 Recycler Cassettes each for different denominations, 1 Deposit Cassette for deposit of mixed denominations including rejected notes, impounded / counterfeit notes and retracted notes having at least one separate compartment for counterfeit notes.
5.4	Each Cassette should have capability to hold notes of any denominations
5.5	Denomination-wise sorting of the deposited currency notes.
5.6	Cassettes capacity of minimum 2500 notes
5.7	Reject Bin with capability to hold Reject /Retracted notes
5.8	Four orientation bill validation for good and bad currencies
5.9	Notes deposited should be categorized and put into individual bins once they are accepted by the machine
5.10	Should support card less transactions for account based transactions
5.11	Should support card based transactions for all types of cards issued by the Bank/s
5.12	Cash once deposited by the user should remain inside the safe. It should not be accessible without opening the safe in any condition like power failure or cash jam
5.13	<p>BNA should segregate Bank notes according to various categories of Bank Notes preferably with Recognition of the serial nos. of individual currencies</p> <ol style="list-style-type: none"> 1) Real Bank Note (Accept) 2) Counterfeit Bank Note (Impound) 3) Suspicious Bank Note (Reject) 4) No Bank Note (Reject) 5) Non-recyclable notes. (Reject) <p>In the above mentioned cases, the note should be accepted/impounded/rejected as per the banks requirement. (Serial number of counterfeit currency retracted for impounding to be captured in EJ / MIS report of notes retracted)</p> <p>Capability to back-track the depositor with recognition of serial Nos. of individual currencies storing and passing on both side image data along with account no and card no. of depositor for later processing.</p>

5.14	BNA offered must pass Genuine Note Recognition Test for Indian currency notes with 100% accuracy along with 100% trace with serial number of the currency notes to the account of the customers. i.e 100% of genuine notes should be accepted in all orientations and serial number of all accepted notes are tracked to customers account. However, the Genuine Note Recognition test will have to be demonstrated to the Bank and carried out by the Bank at the time of technical evaluation as also at the time of integration testing with Bidder. A failure at any stage will entail disqualification of the bidder / cancellation of the contract. (A Test bed of at least two machines for testing this functionality must be set-up by Bidder well in advance, as per the dates given for technical evaluation. Only one chance will be given to Bidder to demonstrate the success of this test.)
5.15	BNA offered must pass Counterfeit Recognition Test for Indian currency notes with 100% accuracy in a single test. i.e. Pass awarded if 100% Percentage of genuine notes accepted in all orientations. However, the Genuine Note Recognition test will have to be demonstrated to the Bank and carried out by the Bank at the time of technical evaluation as also at the time of integration testing with Bidder. A failure at any stage will entail disqualification of the bidder / cancellation of the contract. (A Test bed of at least two machines for testing this functionality must be set-up by Bidder well in advance, as per the dates given for technical evaluation. Only one chance will be given to Bidder to demonstrate the success of this test).
5.16	BNA offered must pass Counterfeit Retention & Tracing Test with 100% accuracy, i.e. counterfeits are retained and traceable to the depositor in a single test. However, the Genuine Note Recognition test will have to be demonstrated to the Bank and carried out by the Bank at the time of technical evaluation as also at the time of integration testing with Bidder. A failure at any stage will entail disqualification of the bidder / cancellation of the contract. (A Test bed of at least two machines for testing this functionality must be set-up by Bidder well in advance, as per the dates given for technical evaluation. Only one chance will be given to Bidder to demonstrate the success of this test.)
5.17	BNA must pass the test to identify the year of issue of the Indian Currency Note with 100% accuracy in single test.
5.18	BNA should have capability to handle plastic currency also, as and when introduced in India. The Bill Validation Technology should be available for the entire lifespan of the machine i.e. a minimum of 8 years.
5.19	Foreign object detection in the input tray
5.20	Temporary stack unit – escrow capacity of minimum 200 notes
5.21	Should support pin based authorization of transactions
5.22	Capability to react and request the customer to insert the bundle correctly
5.23	Capable of both side scanning of Bills
5.24	Compliance to RBI's Note Authentication and fitness sorting parameters
6. DES chip / Security	
6.1	Capable of supporting Remote key Management – DES/RSA
6.2	Triple DES chip with encryption / verification / validation software. Should support AES without any additional hardware.

7. Integrated BNA Surveillance Solution	
7.1	Solution must be able to capture image of the customer approaching and performing transactions at the BNA. This solution should be an Integrated with the machine and capture images based on motion.
7.2	Solution should be able to store the images/video in a digital format for minimum 3 months at an average of 400 transactions per day.
7.3	Solution must provide an interface to browse, search and archive the stored video / images on hard disk or external media.
7.4	Solution must be able to capture & stamp the transaction information on the images.
7.5	Superimpose date, time and transaction data on to the recorded images.
7.6	The solution must not degrade the performance of BNA, e.g. speed of normal transaction
7.7	The hardware should be integrated within the BNA
7.8	Solution must be capable to take necessary backup of stored image and retrieval the same at any point of time.
7.9	Machine should support second camera if required which would be deployed by the Bank in BNA lobby.
7.10	External dome camera along with required cabling. The angle of dome camera should be so as to cover the full view of person operating BNA.
7.11	The solution must be capable of monitoring from a central location. The solution must be able to pull the required images from the central location and share the same over e-mail with bank as and when required.
7.12	The solution must have a search facility to locate an image/event by date and time, card no, transaction reference no. and BNA ID.
8. Software Agent	
8.1	The BNA should be capable of supporting a third party software agent such as SDMS/Infobase/Radia, etc. Bidder should provide software agent for EJ pulling and Remote Monitoring Software support for the BNA to monitor its functions from a Central site. Bidder should install EJ software on all BNAs and pull the EJs on daily basis to its Managed service Centre.
8.2	Should be capable of interface using ISO message standard with Bank's ATM switch.
8.3	Software for reading EMV Chip cards, smart card/ chip card EMV Version 4.0, Level 2 approved terminal resident application
9. Connectivity	
9.1	Should have Network Interface Card 10/100 Ethernet Card
9.2	Should be capable of interfacing Bank's Switch IST using existing device handlers (NDC/D912) at no additional cost to the Bank
9.3	BNA must support TCP/IP
9.4	BNA should be IPv6 Complaint
10. Others	
10.1	Minimum 40 Column 80 mm Graphic Thermal Receipt Printer

10.2	DMP/Graphic Thermal Journal Printer to print audit trail
10.3	Low media warning for all items viz. bills, journal roll, consumer printer roll etc.
10.4	Machine should be print customers slip in HINDI, ENGLISH and Regional Language.
10.5	Customer receipt should mention serial no and denomination of impounded notes if any.
10.6	EJ to be also written on BNA hard disk and replicated on the second hard disk. The solution should include EJ viewer.
10.7	Support centralized EJ pulling. Serial no of all notes should be available with EJ or stored separately and made available as and when required.
10.8	EJ should be non-editable with encryption or with checksum or any other solution to prove the authenticity of EJ before a third party such as the regulator (RBI) a Banking Ombudsman, Police Authorities
10.9	In-built SMPS to work on 230V 50 Hz power supply.
10.10	Support input voltage of 230V AC /50 Hz with +/- 5%variation.
10.11	Should provide hardware and software for the day-to-day operations required by the custodian.
10.12	BNA should have pin pad shield covering all three sides.
11. Transactions to be made available at the BNA with Interface / connectivity to Bank's ATM Switch and Core Banking Software	
11.1	Card less transactions to be made available.
11.2	Card based transactions to be made available.
11.3	Payment of taxes, Bills and any other value added services bank may have
11.4	Biometric Finger printer reader with Software (UIDAI Approved Standard
12. Cash Dispenser	
12.1	Friction/Vacuum pick technology
12.2	Multi-media dispenser (ticket/ coupon/ stamp/ receipt) with bunch presenter
12.3	Dispense minimum 40 bills per Transaction
12.4	Dispense used notes
12.5	Indication of proper insertion of cassettes
12.6	Divert cassette bin with lock and key / latch
12.7	Each cassette should hold minimum of 2500 notes
12.8	Capable of Multi currency dispensing
12.9	Capable of dispensing Rs.50/-, Rs./100/-, Rs.200/-, Rs.500/- and Rs.2000/- notes. All cassettes should be capable of dispensing all Notes.
12.10	Dispense at least 5 notes per seconds
12.11	Cash retraction should be completely disabled on the BNA.
12.12	Machine should be capable of functioning both as BNA and Cash Dispenser even when recycling is not enabled.
13. Interface for Banking Software & ATM Switch Connectivity	

13.1	Bidder shall provide software required for connecting the BNA to Bank's own Network.
13.2	Bidder to provide utility for converting the BNA files, Containing transaction details, into ASCII format.
13.3	BNA should be preloaded with CEN XFS 3.0 compliant layer and should be capable of running multi-vendor software
13.4	The model must support downloading of screens & state tables.
13.5	(Bank will only introduce BNA vendor to CBS software vendor/Switch vendor and assist in obtaining clarifications, software etc., as may be needed from the latter. Bidder shall bear expenses, if any, for procuring such assistance/software etc.)
13.6	Required supporting Software to support visually challenged persons using the software.
13.7	EMV compliant software for CHIP Card reader along with license.
14. Others	
14.1	Bidder to integrate – where feasible -- the alarm sensors of the BNA to the branch siren/hooter without any additional cost to Bank.
14.2	Bidder to demonstrate proof of concept about BNA software being capable of supporting all the applications currently developed for the Bank such as BNA Locator, Railway ticketing, Campus fees payment, Mobile Recharge & other Utility Bill Payments.
14.3	BNA capable of One to One Marketing. Client when Loaded on BNA should be able to interact with different CRM sources using open standard messaging standards.
14.4	BNA should have rear mirrors covering majority area of ATM site which allow users to see what is happening behind him when he enters the PIN to avoid shoulder surfing.
14.5	BNA should have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras.
14.6	Two Colour Branding as per Bank's requirement.
14.7	Bank stickers consisting of instruction set to the customers for operating BNA's have to be affixed at Bidder's is cost on the fascia at the time of installation.
14.8	The BNAs need to be energy efficient. The BNAs to be supplied have to be fully functional in extreme weather conditions (temperature, humidity, dust, etc) as per industry standard within the country
14.9	All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided free of cost and also installed in all the BNAs at no cost to the Bank for the entire period of support committed. OS Hardening has to be done for the BNAs. Bidder is responsible for ensuring that system does not get affected by virus/malware.
14.10	Modification of the software pertaining to BNA for the purpose of enhancing the functionality will be done by Bidder at no additional cost to the Bank

The Bank reserves the right to consider only those vendors who can demonstrate a fair degree of accuracy in their BNAs. The Bank will test the machines at no cost to the bank, before placing the orders.

Additional terms

1. Deviations from technical specifications may be clearly indicated. Though the Bank has laid down the minimum configuration of both hardware and software of BNA to meet present requirements, the BNA should be upgradable to support any statutory /regulatory compliance requirements at mutually agreed cost.
2. Modification of the software pertaining to BNA for the purpose of enhancing the functionality will be done by the bidder at no additional cost to the Bank.
3. All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided free of cost and also installed in all the BNAs at no cost to the Bank for the entire period of support committed. OS Hardening has to be done for the BNAs. The vendor is responsible for ensuring that system does not get affected by virus/malware.
4. The BNAs need to be energy efficient. The BNAs to be supplied have to be fully functional in extreme weather conditions (temperature, humidity, dust, etc) as per industry standard within the country.
5. Declaration:-
 - ❖ We enclose the technical brochures for the model quoted.
 - ❖ We agree for the delivery period of systems and installation as **mentioned under point 7.3.**
 - ❖ We offer a comprehensive warranty period of 36 months from the date of installation/satisfactory commissioning of the equipment without any visit charges/part replacement charges and comprehensive AMC of 48 months after warranty period without any visit charges/part replacement charges.
 - ❖ We agree for insuring the systems covering transit risk and storage cum erection risk for a period of one month from the date of delivery at the destination.
 - ❖ We submit that we shall abide by your Standard terms and conditions governing the quotations and Warranty mentioned.
 - ❖ We submit that we abide by the details given above.

SIGNATURE:-

Name & Designation:-

Seal of the firm:-

Annexure E – Details of Service Centers

Sr No	Place	Own or Franchise	Postal Address	Contact numbers	Service Facilities available (Describe)	Number of service engineers	Time report to the location
1							
2							
3							

Annexure F – Bill of Materials & Commercial Offer

Bidders should submit the Commercial Bid in the following format:-

To,

The Deputy General Manager,
Bank of Maharashtra,
Head Office,
Information Technology Department,
Pune

Dear Sir

Your RFP dated 05/10/2017 for Supply, Installation and Maintenance of BNA

We _____ refer to our offer letter dated in response to your captioned RFP. We offer make and model of BNA of which we are the manufacturers / we are the authorized distributors.

1) Price quoted per unit of BNA is as under:-

Sr. No	Particulars	Quantity (A)	Rate per Unit (B)	Total Unit cost C=(A*B)
	Bunch Note Acceptor with Cash recycler ready feature with three years warranty per unit (inclusive of all customs and import duty but exclusive of all sales tax / VAT, local taxes, octroi / entry tax)			
1	Cost of BNA	100		
2	Annual Maintenance Cost for 100 BNAs will be applicable upon completion of Three years Warranty			
	Add:- AMC at 8% of Total Cost of BNA for 4 years as single cost. (Total Cost * 8% * 4 Years) (After expiry of three years Warranty)	100		
3	Manage Services cost for 7 years	100		
4	Cash Management of BNA for 7 Years (Optional Item)	100		
5	Total Cost of ownership (1+2+3+4)	100		
(TCO) Total cost of ownership in words- Rupees				

2) Total Cost of Ownership to the Bank will not change due to exchange fluctuation, and import duty etc. during contract period of 7 years.

- 3) The AMC percentage of 8% of cost of the BNA per year will not change during the contract period of 7 years. The Goods & Service tax on AMC will be paid by the Bank at applicable rate from time to time.
- 4) Any Price Bid not in conformity with the above format or incomplete in any respect will be rejected / disqualified by the Bank.
- 5) The BNAs will be installed by the bidder at the branches located across the country as per directive of the Bank.
- 6) The TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.
- 7) Bids submitted with counter condition / assumption will be rejected by the Bank.
- 8) Bank reserves the right to reject all or any of the Bids submitted without assigning reason to the Bidders.

Note:--Rates quoted above should include all taxes, levies, duties, insurance, transportation, freight, royalties, Installation and commissioning charges, if any, etc. but excluding LBT/Octroi/Entry tax which will be reimbursed on actual basis against original document of payment. No additional call charges or labour charges are payable when spares are replaced.

We confirm that above commercials quoted and all the Terms and Conditions of the Contract contained in RFP dated 05/10/2017 for Supply Installation Commissioning of 100 Bunch Note Acceptor Machines are acceptable to us.

Dated this.....day of2017

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid

Annexure G – FORMAT FOR PRE BID QUERIES

A) Queries Related to RFP

RFP : 082017		Supply, Installation & Maintenance of 100 BNA (Bunch Note Acceptor) Machines					
BIDDERS NAME							
Sr no	Page #	Point / Section #	Main name	Section	Clarification stated in document	point as tender	Comment/ Suggestions

B) General queries Related to RFP

RFP : 082017		Supply, Installation & Maintenance of 100 BNA (Bunch Note Acceptor) Machines	
BIDDERS NAME			
Sr. No.	General Query related to RFP		Comment / Suggestions

Annexure H – 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 upto

Amount of Bank Guarantee: Rs.

To,

Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

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

1. Whereas the Beneficiary had invited tenders for supply, installation & maintenance of Bunch Note Acceptor (BNA) Machine, vide tender No 082017 dated _____.
2. 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 25 lakh (Rs. Twenty Five Lakh only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s <Bidder Name>. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Servers at given locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
4. At the request of the said M/s.<Bidder Name>. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

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

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

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

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

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

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

Notwithstanding anything contained herein:

- a. The liability of the Bank under this Bank Guarantee shall not exceed Rs._____
_____. (Rupees _____).
- b. This Bank Guarantee shall be valid up to _____.

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

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

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

For and on behalf of the Guarantor Do so and

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

Annexure I – COMPLIANCE AGREEMENT FORMAT

We communicate our unconditional acceptance to the following terms and conditions of RFP 082017

1. We acknowledge that we have received, read, understood and agreed to all terms (including Scope, Broad functionality, payment terms etc) in the Tender Document no. 082017 for the supply, installation & maintenance of Bunch Note Acceptor (BNA) Machine.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
11. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
14. If successful, we are agreed to provide uninterrupted service for next 5 years.

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:

Annexure J – MANUFACTURER’S/PRODUCER’S AUTHORIZATION

FORM No.

To:

The Deputy General Manager
IT, BPR & MIS,
Bank of
Maharashtra,
“Lokmangal”,
1501,
Shivajinagar,
Pune –
411005

Dear Sir:

Ref: Your RFP HO/IT/BNA/2017-18 dated 05/10/2017

We _____ who are established and reputable manufacturers / producers of _____ Description, Make and Model having factories / development facilities at _____ (*address of factory/facility*) do hereby authorise M/s _____ (*Name and address of Agent*) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Product / Equipment and Services offered by the above firm against the captioned RFP requirement.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- (a) Such Products / Equipment as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of Products quoted by the Bidder:

- i. Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
- ii. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorise the said Bidder / firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

We confirm that in case the authorized distributor is not able to perform technical and maintenance obligations as per the RFP terms during contract period we would provide the same to the Bank.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Annexure K – Declaration for Acceptance of Scope of Work

To
The Deputy General
Manager IT, BPR & MIS,
Bank of Maharashtra,
“Lokmangal”,
1501, Shivajinagar,
Pune – 411005

Sir,

We have carefully gone through the Scope of Work and Technical Specification mentioned in the RFP document for selection of vendor for **RFP Ref No. 082017 Request For Proposal (RFP) FOR Supply, Installation & Maintenance of BNA (Bunch Note Acceptor) Machines.**

We declare that all the provisions of this RFP / Tender Document are acceptable to my company. We further certify that if selected as L1 bidder we undertake to commence the deliverable in stipulated time as specified in the RFP document.

Yours faithfully,

(Authorised Signature of the Bidder)

Printed Name :

Designation :

Seal of the company

Date :

Business Address :

Annexure L – List of Bank Zonal Offices

Sr.No.	Place	Office/Service Center availability (Yes / No)
1	Ahmedabad	
2	Ahmednagar	
3	Amarawati	
4	Akola	
5	Aurangabad	
6	Bangalore	
7	Bhopal	
8	Chandrapur	
9	Chandigarh	
10	Chennai	
11	Delhi	
12	Goa	
13	Hyderabad	
14	Indore	
15	Jabalpur	
16	Jalgaon	
17	Jaipur	
18	Kolkata	
19	Kolhapur	
20	Lucknow	
21	Latur	
22	Mumbai	
23	Nagpur	
24	Nasik	
25	Pune City	
26	Pune East	
27	Pune West	
28	Raigad	
29	Raipur	
30	Solapur	
31	Satara	
32	Thane	

Annexure M – Acceptance Certificate

Certificate of Acceptance For Supply & Installation Of BNAs

BNA ID: _____

Offsite / Onsite Address: _____

Connected Branch: _____

Date Of Commissioning: _____

This is to certify that the supply and installation of BNA for Bank of Maharashtra Ltd, against above said work order has been completed successfully.

For New BNA Installed: --

BNA Make _____

Bank of Maharashtra Colour Customization:--Y / N_____

Bank of Maharashtra Instruction Stickers on BNA: - Y / N_____

BNA Secondary External Camera Installed in Lobby: - _____

Grouting of BNA Done: - Y/ N_____

Branch Comments if any: _____

*Note: Branch should check that the BNA is in good condition (i.e. new and not damaged during transit) and is working fine. Branch should sign the acceptance certificate after the one week of satisfactory performance post installation.

We hereby confirm that the aforesaid BNA including all components is brand new and is working fine.

Bidder/Vendor

Seal & Signature

Branch Head / Official Incharge

Seal & Signature Date

Annexure N – PRE CONTRACT INTEGRITY PACT

(to be executed on RS 500 Stamp Paper)

General:

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

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER:

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

COMMITMENTS of BIDDERS

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

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

BIDDER

Name of the Officer:

CHIEF EXECUTIVE OFFICER

Designation:

(Office Seal)

IT Department

Bank of Maharashtra

(Office Seal)

Place _____

Date _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____