

# Bank of Maharashtra

## REQUEST FOR PROPOSAL For Implementation for Cheque Truncation system (CTS) in South Grid (Chennai) for Bank of Maharashtra on OPEX model.

**TENDER REFERENCE # 142015**



**बैंक ऑफ महाराष्ट्र**  
**Bank of Maharashtra**  
ONE FAMILY ONE BANK

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

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

## Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. RFP means the Request for Proposal no 142015 - REQUEST FOR PROPOSAL ( RFP) For Implementation for Cheque Truncation system ( CTS) in South Grid (Chennai) for Bank of Maharashtra on OPEX model with Five years contract period
3. Bidder means the respondent to the RFP document
4. CBS means Core Banking Solution implemented in the Bank
5. CTS means Cheque Truncation System.
6. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'
7. Bidder / Respondent – signifies those who purchase this tender document and submits Response to it.
8. DC means Data Centre
9. DR/DRC/DRS means Disaster Recovery Site
10. CHI means Clearing House Interface
11. NS/NLS means Near Site
12. DB means Database
13. NPCI means National Payment Corporation of India

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

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# Invitation for Request for Proposal

Bank of Maharashtra invites sealed Request for Proposal (Technical bid and Commercial bid) from eligible, reputed firms For Implementation for Cheque Truncation system (CTS) in South Grid (Chennai) for Bank of Maharashtra on OPEX model with Five years contract period.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee of **Rs.10,000/- (Rupees Ten Thousand only)** by demand draft in favor of Bank of Maharashtra and payable at Pune.

## Important information regarding Bid submission

Tender Reference number	<b>142015</b>
Price of Tender Copy	Rs.10,000/-
Earnest Money Deposit (EMD)	Rs.10,00,000/-
Date of commencement of sale of tender document	13/01/2016
Last Date of sale of tender document	03/02/2016 up to 14.00 hours
Queries to be mailed by	20/01/2016
Queries in prescribed format to be mailed to	<a href="mailto:cmitd1@mahabank.co.in">cmitd1@mahabank.co.in</a> <a href="mailto:sunil.ganguly@mahabank.co.in">sunil.ganguly@mahabank.co.in</a>
Pre-Bid Meeting	22/01/2016 @ 11.00 Hours
Last Date and Time for receipts of tender offers	03/02/2016 up to 14.00 hours
Time and Date of Opening of technical bids	03/02/2016 up to 16.00 hours
Commercial Bid Opening	Will be informed to Technically qualified bidders separately
Place of Opening tender offers	Bank of Maharashtra Information Technology Deptt Head Office, 1501, Lokmangal, Shivaji Nagar, Pune – 411 005.
Address for Communication	As above
Contact Telephone Numbers	Phone : 020 – 25511102 020 – 25513816

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

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

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

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

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

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

**General Manager  
Information Technology**

# 1. Introduction

Bank of Maharashtra is a Public Sector Bank with a standing of 75 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. The Bank has more than 1891 fully computerized branches spread across the country. In the state of Maharashtra itself, it has more than 1000 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporates, agriculturists and importers & exporters.

The bank has fine-tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. 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.

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') for Implementation of Cheque Truncation system (CTS) in South Grid (Chennai) for Bank of Maharashtra on OPEX model with Five years contract period.

Bank intends to select a Service Provider to supply, install, integrate and operationalize a suitable CTS application and DC/DR Hosting along with CHI (on shared model) in Southern Grid for Cheque Truncation System. The Bidder shall offer CTS project on Application Service provider (OPEX) Model.

Bidder is to arrange hardware/ software for the services to be availed by the Bank. To arrive at the sizing of the HW/SW required a list of existing centres, volumes of cheque per day in south grid CTS is given in Annexure VI

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

## 2. Purpose of RFP

The Bank has 55 Nodal Branches at Southern Grid, Chennai. All the branches / nodal centres of the Bank are networked and are in Core Banking solution (CBS).

The bank intends to select the Service Provider as part of this RFP that will allow for the exchange of cheque images and be able to facilitate truncation of cheque clearing in the Chennai Region referred to as Cheque Truncation System (CTS) by the Reserve Bank of India (RBI), as the contract with the existing service provider is near completion. The Service provider should be able to replicate the same model at other regions as and when CTS is extended to other regions of India by the RBI This system is required as a outsourced service wherein the facility, systems, software, hardware, resources will be provided by the bidder.

The new system will be required to significantly improve the banks cheque processing services while lowering the processing costs.

Bank reserve its right to extend this model to other zones viz Tamil Nadu, Pondicherry, Kerala, Andhra Pradesh, Karnataka, Assam , Orissa , West Bengal of Chennai Grid and also across the country . Bank may replicate the model in other two grids i.e North Grid and Western Grid at same terms and conditions of this RFP

### 3. ELIGIBILITY CRITERIA :-

#### 3.1. Eligibility of the Bidder:

Companies satisfying the following criteria are eligible to respond to this tender:

SI 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.50.00 crores in each year in the last three financial years i.e. 2012-2013, 2013-2014 and 2014-2015. This must be the individual Company's turnover and not that of any group of Companies.	Copy of Balance Sheet to be submitted along with technical bid
2.	The bidder should be in existence in India for a minimum of 5 years as on date.	Certificate of incorporation must be enclosed as documentary proof
3.	The bidder should be Owner of the CTS Application Software. The Bidder must be in position to provide support / maintenance / up-gradation during the period of contract with the Bank. In case the bidder is a premium partner / authorized reseller of the CTS Solution,	Bidder to submit a letter of authorization from Owner of the Solution. Format in <b>Annexure-VII</b> enclosed.
4.	The bidder should have supplied, installed and commissioned similar type of web based CTS Solution (Software) in at least 1 scheduled commercial Bank The application should be running for at least 1 year.	Recent Reference letter, PO copies is required
5.	The bidder should have support centers in all major cities of Southern Grid. Bidder must have a representative office in Chennai	List of such centers with contact persons, telephone numbers and addresses should be enclosed along with the technical bid
6.	The Bidder should submit a compliance certificate stating that	A self declaration to that effect to be submitted by the bidder .



	their solution meets the functionalities / capabilities as stipulated by RBI/NPCI and in tender reference No 5 & 6	
7.	The Bidder shall have to make arrangement of providing CHI facility through tie up with Nationalized / Scheduled commercial Bank in India. The Bidder should indicate the name of the Bank and their consent. DC & DR set-up should be within the geographical boundaries of India.	A consent letter from the bank to this effect be submitted along with the technical bid
8.	The Bidder shall have the infrastructure readiness to facilitate undertaking the work as per tender reference No. 5 & 6	A self declaration to that effect to be submitted by the bidder
9.	The Bidder should not have been blacklisted by any Government organization / Banks / Financial Institutions in India.	Self declaration to that effect should be submitted along with the technical bid.
10.	Bidder has to accept all the clauses of Integrity Pact as per <b>Annexure-X</b>	Bidder has to sign and submit the integrity pact ( as per <b>Annexure-X</b> ) on a stamp paper of Rs. 500/=

## 4. Instructions to bidders

### 4.1. Two stage bidding process.

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

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

### 4.2. 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 **03.02.2016 up to 14:00 hours.**

**Bank's address**

The Deputy General Manager  
IT, BPR & MIS  
Bank of Maharashtra  
"Lokmangal",  
1501, Shivajinagar  
Pune – 411005  
Email: [dgmitd@mahabank.co.in](mailto:dgmitd@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 5 & 6. 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 photo 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. Commercial bid has to be submitted in the format provided in this RFP document.

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.

**4.3. Earnest Money Deposit**

Bidders are required to submit along with the offer a Demand Draft / BG (DD valid for three months & Bank Guarantee for six months from the date of the RFP) drawn in favor of Bank of Maharashtra, for an amount of Rs.10.00 lakh (Rupees Ten lakhs only) towards Earnest Money Deposit (EMD). Offers made without E.M.D. will be rejected. Bank will not pay any interest on the E.M.D. The bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Scheduled Commercial bank other than the Bank of Maharashtra. The format of BG is enclosed.

#### **4.4. 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 RFP process.

#### **4.5. Non-transferable RFP**

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

#### **4.6. Soft Copy of RFP document**

The soft copy of the RFP 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 purchased RFP document. The purchased printed copy of the RFP 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. 10,000/- 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.**

#### **4.7. Offer validity Period**

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

#### **4.8. Address for Communication**

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

**The Deputy General Manager  
IT, BPR & MIS  
Bank of Maharashtra  
Central Office, "Lokmangal"  
1501, Shivaji Nagar  
Pune – 411005.  
Emails: [dgmitd@mahabank.co.in](mailto:dgmitd@mahabank.co.in)**

#### **4.9. 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 **20.01.2016 by 18:00 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 provided to the Bidder.

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

#### **4.10. 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.**

#### **4.11. 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. 3.1 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. **If needed Bidders required to arrange for a reference site visit to understand the workflow and features before finalizing the technical feasibility of the proposal.**

##### **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 – III**. 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.

**Only the TCO figure arrived by Bidder will be read subject to verification after opening of commercial bids.**

#### **4.12. 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.

#### **4.13. 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.

#### **4.14. 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 budding 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.

#### **4.15. Contacting the Bank**

**4.15.1.** 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.

**4.15.2.** 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.

#### **4.16. 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).

#### 4.17. 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 - V**.
3. Details of the bidder, as per **Annexure - II**.
4. Compliance of eligibility criteria along with support documents as per **Point No 3.1**.
5. Technical bid with Specifications as given in Tender **reference No 5 & 6**, 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 **7.1 to 7.20**

<b>Term No</b>	<b>Short Description of term</b>	<b>Complied (Yes/No)</b>	<b>Detailed explanation about deviation, if not complied</b>
7.1	Period of Contract		
7.2	Payment Terms		
7.3	Implementation		
7.4	Commencement & Acceptance		
7.5	Right to Audit		
7.6	Service Level Agreement		
7.7	Liquidated Damages		
7.8	Penalty for Downtime		
7.9	Bank Guarantee		
7.10	Indemnity		
7.11	Publicity		
7.12	Force Majeure		
7.13	Resolution of Disputes		
7.14	Confidentiality and Security		
7.15	Order Cancellation		
7.16	Reference site visit		
7.17	Termination of Contract		
7.18	Effect of termination		
7.19	Subcontracting		
7.20	Adoption of Integrity Pact		

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

7. Technical Bid should not contain any price information.
8. Implementation / Migration schedule.

9. The bidder should provide as part of the technical bid, the process to be followed and the methodology that will be used for migration to CTS project. The technical document must be complete so as to provide comprehensive and total solution.
10. Technical Documentation enlisting the work flow.
11. Software details of the CTS application.
12. Details of Past Experience and installation.
13. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
14. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document.
15. All documentary evidence wherever required to be submitted be properly arranged.
16. Bidder should submit the NDA as per Annexure-VIII
17. Authorization letter for attending the pre bid meeting.
18. Signed Integrity Pact on 500/- stamp paper as per Annexure-X

#### **4.18. 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.**

#### **4.19. 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 Price Schedule (as per **Annexure - III**). 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 - III and also fill up the TCO for L1.**

#### **4.20. 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

#### **4.21. Location**

This tender is being floated by the Head office of Bank of Maharashtra. The service and the facility being procured through this tender shall be implemented by the bidder at Chennai and South Grid as per the RBI/ NPCI plans or Bank may utilize this type of service offered through this RFP to any other location of Bank of Maharashtra across the country i.e may replicate the similar type of model to Western grid and Northern grid

#### **4.22. Costs**

The offer must be made in Indian Rupees only.

#### **4.23. Fixed Price**

The Commercial bid shall be on a fixed price basis, Quoted prices shall be inclusive of all taxes except applicable service tax, if any.

#### **4.24. 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 Bidder would be on the basis of TCO.

#### **4.25. 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.**

#### **4.26. Taxes and Levies**

The prices quoted by the bidder shall include all costs such as, taxes, levies, cess, excise and custom duties except Service Tax and LBT/ Octroi etc wherever applicable that need to be incurred.

### **5. Scope of Work**

Bank is looking for provision of Cheque Truncation Solution comprising of ,CHI, web-based CTS application, associated hardware and services as per following categories:

#### **5.1. Clearing House Interface (CHI)**

**5.1.1.** Bidder must provide CHI facility, through its tie up with any Nationalized / Scheduled Bank for usage of CHI.

**5.1.2.** CHI Bank name must be disclosed with whom the CHI is shared. Submission of letter of consent for this shared arrangement form CHI Bank is mandatory during the submission of bid. If required Bank may enter into a tripartite agreement with the Bank providing the CHI.

**5.1.3.** CHI application provided by bidder should scale-able enough to handle increased volume (Peak volumes/ Increase as the business grows).



- 5.1.4.** Bidder should handle/provide all the files/Acknowledgement report received from CH to the Bank.
- 5.1.5.** Bidder to provide all the reports including customized reports as and when demanded by Bank in Soft/Hard copy without extra charges to the Bank .
- 5.1.6.** Bidder must ensure all security of data.
- 5.1.7.** Bidder must have necessary connectivity along-with back-up link with the CH. The connectivity with CH should be adequate to handle the volume of the entire Southern grid.
- 5.1.8.** All necessary infrastructures including hardware for hosting CHI are to be arranged by the bidder.
- 5.1.9.** Necessary access to CHI to be provided by the Bidder to the Bank for monitoring /report downloading purposes.

## **5.2.CTS Application:**

- 5.2.1.** Bidder is to provide CTS infrastructure to be exclusively used by the bank and its subsidiaries. Bidder will provide the perpetual license for its application for the Bank (including subsidiaries).
- 5.2.2.** Bidder must be owner of the CTS application and able to configure in all nodal branches /centres as and when required by the bank. Bank may add or delete the number of nodal centres pan India and bidder has to install configure the CTS application with no extra cost to the Bank. (List of existing nodal centers/ service branches/ main branches is given in Annexure VI
- 5.2.3.** CTS software must be a web based, user friendly and the web based application should work using low bandwidth and high latency . The solution should work seamlessly in VSAT/LL branches of Bank of Maharashtra across the South Grid.
- 5.2.4.** Bidder must be able to implement necessary process flow customization for the solution proposed to the bank and should submit the required documents along with the technical bid.
- 5.2.5.** Bidder should provide the complete architecture of the CTS Software proposed to be provided along with technical bid.
- 5.2.6.** The Bidder will have to provide one 8 Mbps link from our Datacenter ( DC at Pune to the service providers processing facility centre and one 8 Mbps link from our DR site, Hyderabad to service providers processing facility centre ( Both the link with a provision for up-gradation ). Bidder must ensure that band-width is adequate to handle the volume of entire southern grid. Bidder must also ensure proper security for exchange of files. It is the responsibility of the bidder to provide all networking equipments as well. If any secondary link is required in future the bidder has to provide the same with the same price as quoted by the bidder and bank will bear the cost of the same.
- 5.2.7.** Bidder must have Business Continuity Process arrangement for DR site hosting at other seismic zones other than the place where DC is located. The application and infrastructure should be hosted at DR site as well as per NPCI norms.
- 5.2.8.** Bidder must provide file based interface to the Core Banking System of the bank for both Inward and Outward clearing functions. Bank is using Bancs 24 as Core Banking Solution

- 5.2.9.** The scanning and data entry will be carried out at the premises of the Bank nodal Branches/Service Branches by the bank staff. Scanners and other necessary infrastructure at Bank's nodal centres/ service branches shall be arranged by the Bank.
- 5.2.10.** Bidder must provide onsite technical & Operational training of CTS application to Banks personnel at Service Branch Chennai for minimum period of one month and afterwards offsite support.
- 5.2.11.** Bidder should identify dedicated IT support co-ordinators which would provide technical support to the banks clearing team at our Chennai service Branch and ensure that the day's clearing activities are completed. Bidder should identify dedicated project co-ordinators which would provide technical support to the banks clearing team and ensure that the day's clearing activities are completed. There should be one co-ordinator identified for this activity. The clearing co-ordinators should be available from Monday to Saturday for the window of clearing operations for the bank
- 5.2.12.** Bidder should deploy adequate manpower at the time of migration from the existing system to the proposed system with at least 3 days handholding facility for each centre. This shall be provided by the Bidder without charging extra cost. And the bidder should ensure that the migration should be smooth.
- 5.2.13.** Bidder must ensure necessary changes or modifications announced by RBI/NPCI or any other statutory authorities on the CTS software within the timelines or schedule stated by respective authorities without charging any extra cost to the Bank.
- 5.2.14.** Newly opened branch under south grid will automatically form a part of this CTS project and Bank may also extend the services of the Service Provider to other centers from time to time. Bank reserves the right to add or delete any branch/branches/truncating centers (there might be more than one truncating centre in bigger cities). Bidder has to extend the facility of the software access /configuration without charging the bank any more.
- 5.2.15.** Whenever there is any up-gradation in the software/ hardware installed in the PCs or if the system is formatted due to any reason , Bidder will have to configure its CTS application on the PCs of the nodal Branches/ Service Branches /truncating centres without charging any extra cost to the Bank.
- 5.2.16.** A high standard of security and confidentiality of the data will be maintained by the bidder. Bidder will not share the Bank data with any body without written permission from the Bank. Bidder is responsible for protection ,safety and security of data. Any loss of Data due to what so ever reason of Breach , bidder has to take the responsibility.
- 5.2.17.** The image transmission will have the requisite digital security certification and encryption to maintain high standards of security and secrecy.
- 5.2.18.** Bidder must provide the archival of images during contract period at his location and arrange to hand over the same in standard formats to the Bank as and when required.
- 5.2.19.** Existing CTS data for southern grid shall be handed over to the successful bidder by the bank as per NPCI/ standard format .Service provider must provide a solution of the data retrieval of the old data to the Bank at no extra cost to the Bank.

- 5.2.20.** Bidder must have the capability to integrate CTS scanners provided by all leading CTS scanner manufacturers. Bank may use various make of scanners during different stages of implementation or in one go for CTS cheque processing and bidder has to integrate these Scanners without charging any extra cost to the bank.
- 5.2.21.** If the Bank at a later date decides to opt for owning CHI interface related infrastructure, the bank will discontinue availing CHI related services from the Bidder and payment will be made only for other services which bidder shall provide.
- 5.2.22.** If required in future Bank may provide CHI ready files and the bidder has to make necessary provision of accepting the same and the bidder has to process in the CHI with no extra cost to the Bank.
- 5.2.23.** All the equipments/ systems installed in bank premises shall be integrated with Security Information and Event Management ( SIEM) of the Bank. In case required, the bidder shall provide required scripts, program to integrate with SIEM. The vendor shall provide all the data/ information through their equipments/ systems installed in the Bank, as required by the Bank, so that rules configured under SIEM provide meaningful data.
- 5.2.24.** The vendor shall procure all the required licenses for the project in the name of the Bank. The vendor shall provide complete inventory of licenses purchased containing licenses numbers, quantity procured, expiry of each license procured etc
- 5.2.25.** The bidder should use reputed commercial tools / software and not depend on the freeware or open sources for vulnerability scanning.
- 5.2.26.** The Bank carries out Information Security Audit of the Bank on quarterly basis. The bidder shall provide required outputs as and when asked by the Bank for audit purpose. Also as per the SOP of the Bank, the bidder shall provide closure/ compliance of the audit findings as reported by the Bank.
- 5.2.27.** In future if required bank may integrate the application with the core banking solution , Bank will provide necessary APIs for the same and the bidder needs to integrate the application with CBS with no extra charges to the bank.
- 5.2.28.** Bank has already outsourced data entry and scanning activity as part of Project Utkarsha in the western grid and if the Bank wishes to implement the same model in southern grid then bidder will have to provide requisite files and process files through CTS/CHI. Bidder will also have to integrate its application for seamless data flow.

## 6 Broad Functional Requirement

**All Bidders are mandatorily required to enter “Yes” or “No” in the column provided in the Table below to whether that particular specification is being complied with or not. In event they have entered “No” in any column, any remarks the Bidder would like to make in respect of deviation may be made on a separate sheet attached with the tender papers.**

The solution offered by the bidder should meet the following objective.

## 6.1 Clearing House Interface facility

Sr No	Specification required by Bank	Offered (Yes/No)
1.	Bidder must ensure 99.9% uptime of CHI offered	
2.	Bidder must provide appropriate type of CHI between Mini/Small/Medium/Large/Very Large to cater the need of entire south grid inward/outward volume of bank. <b>Specify the type of CHI offered.</b>	
3.	Bidder should provide adequate link between its own Data Processing Centre and CHI Bank, CHI Bank to CH to ensure smooth data flow of daily inward & outward volume of entire South Grid.	
4.	All responses/ information/ publications (like holidays, extensions, etc.) to be provided to Bank as and when published on CHI by bidder for smooth functioning of Bank operations.	
5.	Bidder to provide the File Acknowledgement report/all settlement report/ return reports received from CH to Bank on daily basis.	
6.	The solution should be able to handle approx. 6000 outward clearing cheques and approx. 6,000 inward clearing cheques. Further, online storage of cheques for 6 months has been proposed. Accordingly the bidder should size the hardware and software requirement keeping in view the current volumes and y-o-y growth. If at any stage the system is found unable to handle the prescribed load, it shall be the responsibility of the bidder to replace/upgrade the system without any additional cost to the Bank.	
7.	Access to the CHI must be provided to the Bank for monitoring/downloading of files.	

## 6.2 Application must have following functionalities:

Sr No	Specification required by Bank	Offered (Yes/No)
1.	The CTS application should be scale-able to handle the inward & outward volume of entire south grid	
2.	Maker-Checker concept: Once the cheque batches have been processed, they should be made available for the banks personnel to verify the processed cheques via a web browser.	
3.	The CTS application must allow access to the banks authorized personnel, via a web browser, to view status of the work being done by the Bidder with regard to its cheques and other instruments.	
4.	Application must have duplicate detection capability in-built to reduce errors and possible fraud.	
5.	All the report pertaining to CTS Clearing	
6.	The application must archive all the clearing presentment to RBI with their status.	
7.	The Archival System for Storage and Retrieval must be for both front and back of the cheque and also its code-line-data (MICR and amount data). Must have have the capability to print/download the required details with the image.	
8.	Must provide the report for archived cheques into the archival system.	
9.	Archival facility must be web based for retrieval from the bank branch itself.	
10.	<p><b>Reports</b></p> <ul style="list-style-type: none"> <li>➤ Any report other than the standard report, as per the requirement of the Bank, must be provided free of cost to the Bank.</li> <li>➤ All the clearing house settlement reports. (Inward, Outward, Returns)</li> <li>➤ All the reports must be in details and summary with Bank wise, branch wise. (including Inward , Outward, Return, Speed clearing reports etc).</li> </ul> <p><b>Outward Processing</b></p>	

	<ul style="list-style-type: none"> <li>• Outward Presentment <ul style="list-style-type: none"> <li>○ At Capture</li> <li>○ At the CHI Clearing House Interface</li> <li>○ At the Clearing House</li> <li>○ All Rejected</li> </ul> </li> <li>• Paper to follow</li> <li>• Government Cheque</li> <li>• IQA failure</li> <li>• Duplicate MICR</li> <li>• Other failure</li> <li><b>Inward</b></li> <li>• Inward Received</li> <li>• Paper to follow</li> <li>• Duplicate MICR</li> <li>• Inward Return <ul style="list-style-type: none"> <li>○ Memo with cheque image</li> </ul> </li> <li>Extension</li> <li>• Inward extension</li> <li>• Outward Extension</li> <li>Settlement</li> <li>• Clearing settlement</li> <li>• Return Settlement</li> </ul>	
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## 7 Terms and Conditions

### 7.1 Period of Contract

**The period of contract shall be for a period of 5 years.** There shall be no increase in the contracted price during the said period of 5 years. Bank shall have the option of terminating the contract during the contract period by giving a 3 months' notice. Renewal of contract after 5 years shall be on mutually agreed terms and conditions.

If the Bank at a later date decides to opt for owning CHI interface related infrastructure, the bank will discontinue availing CHI related services from the Bidder and payment will be made only for other services which bidder shall provide.

However in case of non compliance of terms of contract, bank reserve right to terminate the contract.

### 7.2 Payment Terms

There will not be any advance payment. Payment will be on the basis of monthly billing. Bank of Maharashtra will make payment on actual instruments processed as follows:

**7.2.1** Submission of Invoices, branch-wise total number of inward images processed by the Bidder with regard to data capture.

**7.2.2** Submission of Invoices, branch-wise total number of instruments scanned successfully (outward clearing instruments) duly countersigned by the Bank Officials of the Service Branch.

**7.2.3** Charges for a particular month will be paid in the succeeding month. Amount will be released after deducting penalty, if any as per clause 7.8 of this RFP.

Payment will be released centrally.

### **7.3 Implementation & migration**

The Bidder shall be responsible for implementing & migrating the services as per the tender reference No 5 & 6 of this RFP and making them fully operational **within 4 weeks of receiving the purchase order.**

### **7.4 Commencement and Acceptance**

After successfully running of the entire process for Four weeks period it will be treated as acceptance of process by the Bank.

### **7.5 Right to Audit**

The Bidder shall permit their Facility Centre where the CHI/CTS Servers are hosted and its infrastructure to be audited for quality and information security by Bank's authorized representatives or the agencies duly authorized by the Bank.

### **7.6 Service Level Agreement and Non Disclosure Agreement**

The successful Bidder shall enter into a Service Level Agreement (SLA) containing terms and conditions laid down in this RFP & Purchase Order and a separate NDA has to be executed with the Bank .

### **7.7 Liquidated Damages**

For any delay in implementation of the project beyond **4 weeks** from the date of acceptance of purchase order issued by the Bank, the Bank reserves the right to charge Liquidate Damage at the rate of 0.5% of the total contract value for the per week delay in implementation, subject to a maximum of 10% of the total contract value and the amount will be recovered from any other amount due to the Bidder or by invoking the Performance Security.

If the Liquidate damages reach the maximum value, the Bank will be at liberty to cancel the entire contract and invoke all the guarantees/ securities provided by the Bidder.

### **7.8 Penalty for Downtime**

Since the activity at Service Branch is time critical for our customer services and hence Bank expects the proposed solution will have a high uptime (of 99.9% computed on monthly basis) and availability for Nodal Branches/Service Branches to use the system. The Bidder should ensure that any major issues or problem reported should be resolved at the earliest so there are no operational issues faced by the bank. In case, for a particular day clearing is not sent a penalty of Rs 10,000/- per day, subject to a maximum of 10% of the contract value, will be charged and recovered from the payment due to the Bidder. It will be responsibility of the bidder to make necessary arrangement is made. The Bidder is also not entitled for processing charges on the day of default.

Penalty is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the Bidder and the Bank's official that the delay is attributed to the Bank and the Force Majeure and no payment will be made for the instruments not processed due to the above reasons.

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

## **7.9 Bank Guarantee**

Within 15 (fifteen) days (inclusive of holidays) of date of Commencement & Acceptance, the successful Bidder shall furnish a bank guarantee for a period of **63 months** from the date of acceptance to the Bank. Bank Guarantee for an amount of 10% equivalent to **60 months** service charges (notional value arrived at in **Annexure III**). The bank guarantees issued by any scheduled commercial bank other than Bank of Maharashtra is acceptable to the Bank.

## **7.10 Indemnity**

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

## **7.11 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.

## **7.12 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 event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not 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.

### **7.13 Resolution of Dispute**

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.

### **7.14 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:

1. 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.
2. 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.
3. 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.



## **7.15 Order Cancellation**

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

**7.15.1** 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

**7.15.2** 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.

## **7.16 Reference Site Visit**

As a part of technical scrutiny /evaluation bank may visit the reference site arranged by the bidder and accordingly the technical score will be evaluated.

## **7.17 Termination of Contract**

Bank reserve its right to cancel the entire/unexecuted part of the contract at any time by giving 90 days written notice and recover expenditure incurred by the Bank, without assigning reasons and without prejudice to any other remedy for breach of contract , in the event of one or more of the following conditions :-

- ✓ Delay in implementation of the project beyond the specified period.
- ✓ Non satisfactory performance of the project during implementation/ migration of the proposed new system from the old system.
- ✓ Failure to implement the project as per the requirement of the Bank.
- ✓ Serious discrepancies noted during the implementation of the project.
- ✓ Breaches the terms and condition of the order.
- ✓ In addition to the cancellation of the Purchase order Bank reserves the right to invoke the performance Bank Guarantee given by the bidder.
- ✓ The bidder shall have right to terminate only in the event of winding up of the Bank.

## **7.18 Effect of Termination**

1. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
2. Same terms (including payment terms) which were applicable during the term of the contract shall be applicable for reverse transition services
3. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. In case the bank wants to continue with the bidder's facility after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

4. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the bidder.
5. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
6. Bidder shall Continue the services at the existing terms until the alternate solution is available or maximum 6 Months whichever is earlier

### **7.19 Subcontracting**

The service provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service(s) or other performance required of the service provider under the contract, without written consent of the bank.

### **7.20 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 -X** 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:

<b>Shri. Nilomni Bhakta</b> Address - A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A Nerul, Navi Mumbai, 400706  Email - nilmoni.bhakta@gmail.com	<b>Shri. Madan Lal Sharma</b> Address - K-23, Jangpura Extention New Delhi  Email - ml.sharma1965@yahoo.com
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## Annexure - I: Compliance of Terms and Conditions of the RFP

S.No.	Tender Document Clause	Terms and conditions in the Tender document	Complied (Yes / No)	Explanation, If No
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

**Note:** Bank reserves right to accept / reject any explanation given by the bidders

## Annexure – II: Details of the Bidder

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

Sl. No.	Information	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone / Mobile Fax E-mail Website	
4	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
5.	Year of commencement of Business	
6.	Turn over of the company (Not of group)                   2012-2013 2013-2014 2014-2015	
7.	Income Tax Number( PAN No)	
8.	Sales Tax Number/ VAT/ Service Tax Registration Number & validity	
10	Profit of the company, for last FY (Not of group) As per the latest Audited Balance Sheet	
11.	Name of the Bank where the proposed solution is implemented and running successfully. Details like name of the Bank with contact details should be provided.	

**ANNEXURE – III: Format for Commercial Bid:**

For arriving at the TCO, the following table will be considered:

1. Name of Bidder :

**2. COST OF CTS PROJECT:**

SI No	Item Description	Number of instrument Per month (Notional)	Unit Price per Instrument (Fixed for five years)			Total Charges (Rs.)
			(Rs)			
(1)	(2)	(3)	CHI (4)	CTS (5)	Total 6 = (4 + 5)	7 = (3 * 6)
1	Inward Cheque processing charge	150000				
2	Outward Cheque processing charge	150000				
<b>OPTIONAL ITEM    Networking Charges</b>						
3	**Primary 8 mbps links between DC to the service providers processing facility centre per month charges					
4.	**Primary 8 mbps links between DR to the service providers processing facility centre per month charges					
5	<b>Total</b>					

**TCO = Total of Column 7 \* 60 months = Rs.\_\_\_\_\_**

**Note – 1.** Number of Instruments mentioned is only for the purpose of arriving TCO and may vary on actual.

2. Payment will be on actual number of instrument processed.
3. The above price is inclusive of all taxes except Service Tax, LBT / Octroi.
4. Quote for unit price will on actual up to 2 decimals rounded to 5 paise.

**(\*\*Optional items will be required for the purpose of TCO (L1), however bank reserves the right to procure or drop from the bill of quantity)**

## **Annexure – IV: Proforma for the Bank Guarantee for Earnest Money**

### **Guarantee for Payment of Earnest Money/Security Deposit**

Bank Guarantee no :

Date:

Period of Bank Guarantee: Valid upto :

Amount of Bank Guarantee: Rs.

To,

Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

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

1. Whereas the Beneficiary had invited tenders for Implementation of Cheque truncation System as an Outsourced Service at Chennai or any other location of the Bank vide tender No \_\_\_\_\_ dated \_\_\_\_\_.
2. One of the terms of the tender is that bidder is 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 10.00 lakhs (Rs. Ten lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s XYZ & Co.Ltd. hereinafter referred to as the said 'Contractors' have given their offer to Implementation of Cheque truncation System as an Outsourced Service to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
4. At the request of the said M/s.XYZ & Co. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said 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.10.00 lakhs (Rupees Ten lakhs only) payable by the said Contractor/s under the said Contract.

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

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

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

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

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

Notwithstanding anything contained herein:

- a. The liability of the Bank under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
- b. This Bank Guarantee shall be valid upto \_\_\_\_\_.
- 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 – V: Tender Offer Covering Letter

Date: \_\_\_\_\_ 2011

Tender Reference No.: \_\_\_\_\_

To:

\_\_\_\_\_  
\_\_\_\_\_

Having examined the tender documents including all formats and annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide and deliver related services as mentioned in scope of work 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 the implementation 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% equivalent to 60 months service charges (notional value arrived as per the commercial offer in Annexure III) 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.

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

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

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

(In the Capacity of :) \_\_\_\_\_

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

## Annexure –VI : Tentative Average Volume

Sr No	Branch Code	Service Branch Name/ Main Branch	No. of Branches Attached	Avg Inward Volume per day	Avg Outward Volume Per day
1	1218	Chennai	12	815	793
2	0354	Coimbatore	2	91	90
3	1100	Bangalore	18	852	486
4	1273	Erode	1	47	85
5	0373	Madurai	2	23	27
6	0375	Salem	1	38	19
7	0388	Tiruchirapalli	1	19	9
8	1604	Tirunelveli	1	7	19
9	0479	Tirupur	1	91	31
10	0458	Puducherry	1	42	20
11	0379	Ernakulam	1	7	30
12	0408	Kozhikode	1	2	21
13	1248	Thrissur	1	2	6
14	0399	Thiruvananthapuram	2	35	17
15	0031	Belgaum	6	150	173
16	0013	Hubli	4	100	112
17	0381	Mangalore	3	100	106
18	0374	Mysore	2	80	47
19	1137	Hyderabad	17	369	356
20	0396	Vijayawada	2	100	85
21	0398	Visakhapatnam	4	196	137
22	1125	Kolkata	23	400	400
23	1229	Cuttack	1	50	50
24	1182	Bhubaneswar	1	60	60
25	1275	Guwahati	2	190	80
26	0425	Gulbarga	1	100	75
27	0413	NIPANI	1	25	30
28	1263	Udupi	1	9	6
29	1483	BIDAR	1	25	25
30	0529	Hospet	1	35	30
31	0342	Bijapur	1	207	198
32	0956	Bellary	1	60	75
33	1197	Tumkur	1	75	75
34	0346	Davangare	1	100	100
35	1199	Kottayam	1	50	50
36	1791	Kollam	1	10	10
37	1683	Kasargod	1	5	5
38	1227	Thiruvalla	1	10	10
39	1246	Siliguri	1	60	60
40	440	Kakinada	1	80	90

41	579	Nizamabad	1	30	35
42	1707	Mahabub Nagar	1	15	25
43	1311	Burdwan	1	35	30
44	1341	Asansol	1	15	25
45	1907	Puri	1	15	15
46	1824	Sambalpur	1	15	20
47	1591	Rourkela	1	15	15
48	1670	Berhampur	1	25	20
49	1600	Malda	1	10	15
50	0943	Warangal	1	65	75
51	1345	Nellore	1	20	25
52	1172	Tirupati	1	25	30
53	0433	Adilabad	1	60	80
54	1126	Rajahmundry	1	30	45
55	1527	Ongole	1	25	30
<b>TOTAL</b>			<b>140</b>	<b>5117</b>	<b>4583</b>

## **Annexure VII - OEM Undertaking**

(On OEM's letterhead)

Tender Reference No. **142015** Date .....

Deputy. General Manger (IT)  
Bank of Maharashtra  
IT Department  
1501, Shivaji Nagar,  
Pune-411005

Dear Sir,

Sub: **OEM UNDERTAKING Tender No. 142015** dated .....

We, <OEM>, do hereby confirm that <bidder> is an authorized <OEM> partner and service provider for the resale of <OEM> products. When resold by <bidder>, these products are subject to <OEM>'s applicable end user warranty terms (Warranty terms enclosed). We assure you that in the event of <bidder> not being able to fulfill its obligation as <Bidder>'s Service provider in respect of the standard <OEM> warranty terms, <OEM> would continue to meet these "<OEM> warranty Terms" through alternate arrangements.

Yours faithfully,

Authorised Signatory (With official Stamp)

Note : Please replace <OEM> with full name of Original Equipment Manufacturer (OEM)

## ANNEXURE-VIII- NON - DISCLOSURE AGREEMENT

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

NDA format is provided below.

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

### **Strictly Private and Confidential**

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

[Date]

[Salutation]

### **Non-Disclosure Agreement**

We acknowledge that during the course of bidding for REQUEST FOR PROPOSAL (RFP) For Implementation for Cheque Truncation system ( CTS) in South Grid ( Chennai) for Bank of Maharashtra on OPEX model with Five years contract period we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product Bidder / implementation partner].
5. This Agreement shall not prohibit disclosure of Confidential Information:
  - To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for RFP;
  - To the extent that such disclosure is required by law;

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

Yours sincerely

Signature and Stamp of Company

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

Name:

Position:

Date:

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

**Annexure IX : FORMAT FOR PRE BID QUERIES**

**A ) Queries Related to RFP**

RFP :142015		Implementation for Cheque Truncation system (CTS) in South Grid (Chennai)			
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

**B) General queries Related to RFP**

RFP : 142015		Implementation for Cheque Truncation system (CTS) in South Grid (Chennai)	
BIDDERS NAME			
Sr. No.	General Query related to RFP	Comment / Suggestions	

## **ANNEXURE-X**

### **PRE CONTRACT INTEGRITY PACT**

#### **General:**

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

WHEREAS the BUYER proposes to procure CTS Services 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 CTS 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 BIDDERS 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 BIDDERS accept that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDERS. The BIDDERS 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 BIDDERS/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/BIDDERS and, should the occasion arise, submit proposals for correction problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any 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 BIDDERS and the BIDDERS shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

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

**11. Other Legal Actions:**

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

**12. Validity:**

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

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

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

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

BIDDER  
CHIEF EXECUTIVE OFFICER  
(Office Seal)

(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

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

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

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

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