

RFP REFERENCE NO. 042017

REQUEST FOR PROPOSAL (RFP) – RATE CONTRACT FOR SUPPLY, INSTALLATION & MAINTENANCE OF BIOMETRIC FINGER PRINT CAPTURE DEVICE (AADHAAR PAY) AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra

भारत सरकार का उद्यम

एक परिवार एक बैंक

HEAD OFFICE: 'LOKMANGAL' 1501, SHIVAJINAGAR, PUNE 411005

NAME OF THE PROJECT: PLAN 2017-18 BIOMETRIC SCANNER PROCUREMENT

COST OF TENDER DOCUMENT: RS 10,000/-



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1. Invitation for Tender offers

Bank of Maharashtra invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed manufacturers and / or authorized dealers of Biometric finger print capture device as specified in Schedules of Requirement

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

Bid Collection and Submission

| | |
|--|--|
| Tender Reference number | 042017 |
| Price of Tender Copy | Rs.10,000/- * |
| Date of commencement of sale of tender document | 12/07/2017 |
| Last Date of sale of tender document | 02/08/2017 |
| Queries to be mailed by | 17/07/2017 |
| Pre-Bid meeting with Bidders | 19/07/2017 at 16.00 hours |
| Last Date and Time for receipts of tender offers | 02/08/2017 up to 14.00 hours |
| Time and Date of Opening of technical bids | 02/08/2017 at 15.30 hours |
| Place of Opening tender offers | Bank of Maharashtra IT Department, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005 |
| Address of Communication | As above |
| Earnest Money Deposit | Rs.10,00,000/- * |
| Contact Telephone Numbers | Phone : 020 – 25614350 020 – 25614352 |

* Bidders must purchase tender document in order to participate in the pre-bid meeting, No exemption will be permitted.

Earnest Money Deposit must accompany all tender offer documents as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same should not be mixed with Technical/Commercial bid. It should be in separate cover and 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 pro forma for submitting the tender offer are described in the tender document and its Annexures.

Deputy General Manager
Information Technology



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About Bank of Maharashtra

Bank of Maharashtra is a nationalized bank with a standing of 82 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office.

The Bank has 1896 branch offices across the length and breadth of the country. In the state of Maharashtra, the Bank has 1100 + branch offices, the largest network of branches by any Public Sector Bank in a state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of the Bank are networked and under Core Banking Solution.

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

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

2. Instructions to Bidders

2.1. Two Bid System Tender

Technical Bid and Commercial Bid must be submitted properly filed with indexing 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.**

| Bank's address |
|--|
| The Deputy General Manager Information Technology Department, 3 rd Floor, Bank of Maharashtra "Lokmangal", 1501, Shivajinagar, Pune – 411005 |

Following two officers have been authorized to accept the tender documents:

1. Moumita Paul, Sr. Manager- ITES-Head Office Pune
2. Apurva Kshatriya, Dy. Manager- ITES-Head Office Pune

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



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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 Annexure A and M. The Technical bid should not contain any price information. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. For example, the Technical bid should mention that AMC charges are included in the Commercial bid, without mentioning the actual amounts in the TECHNICAL BID. A photocopy 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. A photocopy of the Commercial Bid duly masking the prices be submitted along with the Technical Bid.

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

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

2.2. Schedules of the Tender

This tender comprises of following schedules.

| Schedule Number | Name of Schedule | Components |
|----------------------|--|--------------------------------------|
| I : TCO sheet for L1 | Biometric Finger print capture device (STQC) | Supply, installation and maintenance |

It is mandatory for the bidder to quote for schedule, items in the schedule. Incomplete offers are liable for rejection.

The bidder must ensure that all products as specified in the above schedule and offered by them, are in a position to integrate with each other and the bidder must successfully install and commission these products to offer a complete, successful, cost effective and efficient solution.

2.3. Qualification Criteria

The bidders, who fulfill all the qualifications mentioned in "qualification criteria" of the tender, will only be eligible for further process i.e. technical evaluation.



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2.4. 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.

2.5. Non-transferable Tender

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

2.6. Soft Copy of Tender document

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

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs.10, 000/- by way of a **Demand Draft/ Bankers Cheque** in favor of Bank of Maharashtra payable at Pune while submitting the bid.

2.7. Offer contract Period

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

2.8. Address of Communication

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

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

Emails: dgmitd@mahabank.co.in, cmities@mahabank.co.in,

moumita.paul@mahabank.co.in, apurva.kshatriya@mahabank.co.in

2.9. Scope of work

A brief overview of the requirement is outlined as below and it is mandatory for the bidder to submit its response/undertaking of the compliances as below:



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The devices should meet STQC / UIDAI specifications of Registered Devices and there should be no storage or replay of biometrics. The devices also should be compatible with the Aadhaar Pay Application developed by Bank.

The Biometric Finger Print Capture Device must be integrated with existing solution without any additional cost to Bank. Also the vendor should be capable of upgrading the devices at a later stage as and when required by the Bank / NPCI/ UIDAI / STQC without any additional cost.

The selected bidder should upgrade the device if the same goes out of support or there is a need for up gradation for compliance to regulatory guidelines during the contract period without any additional cost to the Bank.

For the devices, all security regulations under Aadhaar Act, 2016 (prohibiting local storage and replay of biometrics etc.) should be complied with.

The devices are required to be in conformity with UIDAI notification No. K1 1020/44/2012-UIDAI dated 25.01.2017 specifications.

The bidder should submit a certificate from OEM for availability of spares for at least 5 years for the biometric equipment's quoted.

The bidder shall supply Biometric scanners of the description given in the Annexure A along with necessary driver software and associated peripheral items, if any are to be delivered at the Zonal Offices/Circle Offices/Head Office of Bank across the country, addresses of which will be shared with the selected bidder while placing the purchase orders. The selected bidder has to assist the Bank's Biometric Application service provider during the integration with the Biometric application.

In case of States having Road Permit/entry tax, the bidder will have to liaison with local tax authorities and branch officials at each of the locations to obtain the necessary permissions from the respective authorities. Obtaining the necessary permission will be the responsibility of the bidder. Bank will not provide any Form C or Way Bill etc. Clearance of the equipment from Tax Authorities would be the responsibility of the bidder.

The bidder will assign a Single Point Contact to the Bank who will assist & coordinate with the Bank for resolving any issues reported.

The selected bidder supplying the Biometric Scanners should provide the SDK (Software Development Kit) and driver of the proposed Scanners to the Bank Centrally for integrating the proposed Merchant Aadhaar Pay Application Solution. The selected bidder has to also assist the Bank's Biometric Application & Merchant Aadhaar Pay Application Service Provider's for integration of the proposed with the existing Biometric application

2.10. Proof of Concept (POC) for all Biometric Device Implementation



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Bidder as part of technical evaluation have to demonstrate Proof of Concept (POC) of their product. POC will be based on the following conditions:

1. All and any cost associated with demonstrating the POC (including provision of Servers, technical resources, travel cost, boarding cost etc.) will be to the account of the vendor and bank will not bear any cost.
2. Bank reserve its right to extend / shorten the period of POC where needed.
3. The POC would be done to check whether the quoted model meets the technical specifications as mentioned in Annexure A.
4. Any Bidder who is not complying with the above POC will be technically disqualified.

2.11. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of all the bidders should reach us in writing or over e-mail on or before on the address as mentioned above. The queries shall be submitted in forms given under Annexure -I. Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website

Only the authorized representatives of the bidders (maximum 2 persons) who have purchased the tender copy will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company. **Those bidders who have purchased the Tender Document will be allowed to attend the Pre-Bid Meeting.**

2.12. Opening of Offers by Bank of Maharashtra

Tender offers received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document. The bidder's representatives present shall sign a register of attendance 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.

2.13. 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 "qualification 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



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whether items are quoted as per the schedules. Only those bidders who qualify in technical evaluation will be short listed for commercial evaluation. The format for technical evaluation is enclosed. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents.

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 **Annexure: G**. 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 three years TCO (Total Cost of Ownership) for the purpose of price comparisons given by the vendors on the figures in the Schedule I of Annexure G.

Three Years TCO = {Cost of Equipment of all items as per schedule}

2.14. 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.

2.15. 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.

2.16. Documentation

The following information should be furnished along with the Technical bid by means of printed technical brochures as per checklist provided.

- Make and model numbers of the items quoted for.
- Specifications of all items asked along with technical specifications table.
- Version number in case of software packages. It is required to indicate if the software requires any particular version of the operating system for compatibility.

2.17. 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



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submission of technical details as per the format given in the tender. **Bank of Maharashtra will not allow/permit changes in the technical specifications once it is submitted.** The relevant product information, brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer to the suggested checklist given in this document)

2.18. Make, Models & Part numbers of the equipment

It is mandatory to provide make, model and part number of all equipment and their subcomponents as asked in the technical specification. The offer may not be evaluated and/or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items offered. Please note that substituting this information by just brand name is not enough. Bidder may provide part number during PDI.

2.19. Format for Technical bid

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

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

1. Index
2. Covering letter. This should be as per Annexure B.
3. Details of the bidder, as per Annexure C.
4. Compliance of eligibility criteria along with support documents in following format.

| Sl. | Short Description of Eligibility Criteria | Submitted Yes/No | Write figures wherever required |
|-----|---|------------------|---------------------------------|
| 1 | Certificate of Incorporation | | |
| 2 | Balance Sheets – 2014-15 2015-16 2016-17 (If the Balance sheet is provisional the CFO of the company should certify the same under company's seal) | | Turnover : Rs in Lakhs) |
| 3 | Profit figure 2014-15 2015-16 2016-17 | | Profit: (Rs in Lakhs) |
| 4 | ISO 9000/9001/27001 certification | | |
| 5 | List of 20 Support Centers across the Country. | | |
| 6 | Necessary Certificates for executing orders during each of last 2-3 years (This certification is in addition to the copies of purchase orders enclosed) | | |



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| 7 | STQC Certification | | |
| 8 | Self-declaration for being Not blacklisted | | |
| 9 | Pre Contract Integrated Pact on Rs. 500 stamp paper | | |

The eligibility criteria will be verified based on above compliance table duly filled by the bidder along with the supporting documents.

5. Technical bid with Specifications as given in Annexure A, 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 4.1 to 4.28

| Term No | Short Description of term | Complied (Yes/No) | Detailed explanation about deviation, if not complied |
|---------|---|-------------------|---|
| 4.1 | Support Personnel | | |
| 4.2 | Technical Inspection & Performance Evaluation | | |
| 4.3 | Payment Terms | | |
| 4.4 | Pre-dispatch Inspection | | |
| 4.5 | Delivery, Installation | | |
| 4.6 | Order Cancellation | | |
| 4.7 | Acceptance Tests | | |
| 4.8 | Software Drivers & Manuals | | |
| 4.9 | Warranty | | |
| 4.10 | Spare Parts | | |
| 4.11 | Liquidated Damages | | |
| 4.12 | Penalty for Downtime | | |
| 4.13 | Device Failure | | |
| 4.14 | Indemnity | | |
| 4.15 | Publicity | | |
| 4.16 | Guarantees | | |
| 4.17 | Force Majeure | | |
| 4.18 | Resolution of Disputes | | |
| 4.19 | Other instructions | | |
| 4.20 | Non disclosure Agreement | | |
| 4.21 | Special Condition | | |
| 4.22 | Pre Contract Integrity Pact | | |

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

7. Warranty details (for all relevant schedules) should not contain any price information.
8. Delivery and Implementation schedule.
9. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.



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10. System software details.
11. Manufacturers' Authorization Form (if applicable) as per Annexure D
12. Details of Past installation , as per Annexure E
13. Details of support centers as per Annexure F (A)
14. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
15. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
16. All documentary evidence wherever required to be submitted be properly arranged.
17. Copy of the Commercial Bid duly masking the price column.

2.20. 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.**

2.21. 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 G). 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 the items mentioned in schedules I

2.22. 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

2.23. Alternative offers

Each offer should preferably specify a single solution, which is cost-effective and meets the tender specifications, and does not include many alternatives. Bidder willing to offer Bank of Maharashtra two or more alternatives for any item(s) of requirement should submit separate details for each alternative. Each detail/table should be complete in all respects and should not require cross-referencing with details given in other options.



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

2.24. Location of Project implementation

This tender is being floated by the Head office of Bank of Maharashtra. The Biometric figure print scanner being procured through this tender shall be installed and commissioned by the bidder getting the order at various locations of Bank of Maharashtra across the country. Bank reserves the right to make changes in the locations.

2.25. Costs & Currency

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

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

2.26. Purchase Order :

The Purchase Order will be issued to the vendor in Phases within the Contract Period and Bank does not guarantee any minimum order quantity commitment to the vendor Further, Bank at its own discretion may or may not procure the entire indicative quantity as mentioned in the RFP Document.

2.27. Contract Period

The selected bidder needs to execute a Service Level Agreement (SLA) as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP.

The tenure of the Contract will be for a period of 01 Year w.e.f issuance of purchase order/letter of intent whichever earlier, for supplying the Biometric finger print capture device on rate contract basis. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving one month notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

The Contract period will commence effective from the issuance of purchase order/letter of intent whichever is earlier or bank terminates the SLA by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial



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period of 01 (one) year, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.

2.28. Fixed Price

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

The Price finalized shall remain valid for 12 months (Rate Contract Period) from the date of such finalization with the option to Bank to review the prices every quarter for downward revision of price due to reduction of government levies, duties etc.

2.29. 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.

2.30. Order Splitting

With a view to reducing the risks of delay in the project implementation, Bank reserves the right to split the order approximately in the ratio of 60:40 between the bidders offering the lowest TCO (L1), the bidder offering the second lowest total price (L2) provided the difference in total price between L1 and L3 is less than or equal to 10 percent.

However, the Purchase Order (P.O.) for L2 will only be at the rate offered by L1. If L2 do not accept the purchase order in writing within 5 working days, then purchase order will stand automatically cancelled. If L2 bidders accepts the purchase order in writing, within 5 working days, the Bank will split the order in ratio of 60:40 between L1 and L2 (if L2 accepted the offer).

L2 in the event of splitting or order are required to match their item wise prices with L1. Under any circumstances, the splitting of order will not be between more than 2 vendors.

Bank reserves the right to decide on the splitting of order.

2.31. 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.**

2.32. Right to Alter Quantities

Bank of Maharashtra reserves the right to alter the proposed new biometric finger print capture device quantities (10 -20% variation within 180 days period) 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.



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2.33. Rate Contract

Bank of Maharashtra reserves the right to enter into a rate contract with L1 and/or L2 for delivery of biometric scanner for any branches/offices including the branches/offices to be opened after order has been placed through this tender process. The validity of the rate contract shall be two year from the date of last pre-delivery inspection. The same technical specifications and terms of Commercial bid shall apply mutatis-mutandis to the order placed through the rate contract as specified through this tender. However during the validity of the rate contract, if there is downward revision of the prices beyond 10% of the price negotiated at the time of placing the order, Bank of Maharashtra reserves the right to re-negotiate the prices before placing the order.

2.34. 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 from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

| | |
|--|--|
| Shri. Nilomni 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, Japura Extension New Delhi Email - ml.sharma1965@yahoo.com |
|--|--|



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3. Qualification Criteria

3.1 Eligibility of the Bidder

- The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 and shall be in existence for the last five years having a turnover of Rs. 30 crores per year in the last three financial year's i.e 2014-2015, 2015-2016 and 2016-2017*. This must be the individual Company's turnover and not that of any group of Companies. Copy of the certificate of incorporation should be enclosed as documentary proof.
- The Bidder Company should have made profits in at least two financial years out of last three financial years. i.e 2014-2015, 2015-2016 and 2016-2017*. A copy of relevant years' audited annual reports / financial statements shall be submitted with the offer in support of net sales turnover and profit.
- The original manufacturer (OEM) should have ISO 9000 / ISO 9001/ ISO 27001 certification for Design & manufacturing of Biometric Finger Print Capture Device. Necessary certificate be enclosed.
- If the bidder is an authorized supplier of the Biometric finger print capture device, then the original manufacturer should also meet the turnover and financial criteria mentioned above and documentary proof to that effect should be enclosed.
- The bidder should have support centers at minimum 20 locations across the country either own or through franchisee. List of such support centers with contact persons, telephone numbers and addresses should be enclosed.
- The bidder should have executed orders for supply, installed and commissioned similar type of Biometric Solution to any banks / Insurance Company / Government Organizations / Financial Institutions in India in the last two financial years. Necessary certificates to that effect from the banks should be enclosed.
- The Bidder should not have been blacklisted by any government organization / banks. Self-declaration to that effect should be submitted along with the technical bid.

(* If audit for the year 2016-17 is not completed, then provisional balance sheet for the year 2016-2017 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company.)

3.2 Quality Standards

Bank is looking for well-proven branded products should be in conformity with UIDAI notification No. K-1 1020/44/2012-UIDAI dated 25.01.2017. , which is volume produced and are used by a large number of users in India / abroad. All products quoted should be associated with specific model numbers and names and with printed literature describing configuration and functionality. Any deviations from the printed specifications



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should be clearly identified in a separate Annexure titled 'Deviations' which must be supplied by the bidder along with the offer document. Bank reserves the right to reject the bids in case of deviations

3.3 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. 10 lakhs (Rupees Ten Lakhs 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 in **Annexure J**.

3.4 Certification

All the Biometric figure print capture devices should have **STQC Certification** and copy of the same should be produced.

3.5 Manufacturer's Authorization Form

Bidder, other than sole agents in India of the manufacturers, must submit a letter of authority from their manufacturers that they have been authorized to quote on behalf of the manufacturer. Authorization from authorized distributors/dealers for software items is acceptable.

4 Terms and Conditions

4.1 Support Personnel

In addition to the regular support centers the bidder should provide one contact person either own employee or through franchisee for each Zonal office of Bank of Maharashtra at the cities listed in Annexure – F (B). The responsibility of contact person of each Zone is to carry out necessary coordination for smooth function of all biometric solution in the Zone. Which includes call recording/ logging problems, stand by equipment's, various configuration / setting issues arises during the day-to-day working of branches / offices.

The Vendor shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support office across the country. The Vendor shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support office across the country minimum 20 support centers with

4.2 Technical Inspection and Performance Evaluation

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



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4.3 Payment Terms

Bank of Maharashtra will make payment as follows:

1. 90 % of the order value will be paid on completion of installation and commissioning at the sites and acceptance of all equipment ordered. At this stage, the bank guarantee given to the bank will be returned to the bidder.
2. The balance 10% would be retained by the bank till the warranty period or will be paid against a Performance Bank Guarantee (as per the format prescribed by Bank of Maharashtra) for the equivalent amount valid for the warranty period
3. No advance payment will be done to vendor
4. Amount is payable only after satisfactory discharge of the services as per this document & after deduction of applicable penalties, if any.
5. The price quoted by the bidder shall be fixed and not subject to adjustment during the contract period irrespective of reasons whatsoever including exchange rate fluctuations, changes in taxes, duties, levies, charges etc.
6. The bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government Levies viz. Sales Tax, Excise Duty, Custom Duty, GST etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during the contract period.

Payment will be processed and released centrally. Bidders have to submit details of biometric finger print scanner to Bank.

4.4 Pre-dispatch Inspection

Bank of Maharashtra and/or its nominated consultants will carry out factory/pre-dispatch inspection of all the equipment before the dispatch to Bank of Maharashtra. Bidder shall inform its readiness for the factory inspection at least 4 days in advance. Factory inspection of the equipment to be supplied to Bank of Maharashtra will be carried out at bidder's factory/site located in India only. There shall not be any additional charges for such inspection. However, Bank of Maharashtra will have the discretion to recover the costs related to travel and stay of its staff / consultants from bidder if the equipment offered for inspection is not as per Bank of Maharashtra's order or the bidder does not comply with the test and inspection procedures. It is expected that the equipment should be ready for inspection **within 3 weeks from the date of placing the order**. Refer to Annexure H for sample inspection procedure in detail. Only inspected and duly sealed equipment's should be dispatched to the locations, otherwise those are liable for rejection at the bidders' cost.

4.5 Delivery, Installation and Commissioning

The Bidder shall be responsible for delivery of the equipment ordered at all the sites within 4 weeks and for making them fully operational at no extra charge from receiving the purchase order. The signing authority will be Branch Manager or Officer at the branch / office.



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If the bidder fails to deliver and/or install all the equipment ordered within the stipulated time schedule or by the date extended by Bank of Maharashtra, it will be a breach of contract. In the event of Bank of Maharashtra agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank of Maharashtra before the expiry of the original bank guarantee.

Appropriate insurance shall be provided by the bidder to cover the equipment for the transit period and till acceptance of biometric finger print capture device by the Bank. The copy of the Insurance Policy should be submitted to the Bank after PDI at the discretion of Bank of Maharashtra, there will be an acceptance test conducted by the bidder in presence of Bank of Maharashtra officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in biometric finger print capture device supplied, Bank of Maharashtra may cancel the entire purchase order and return the equipment back to the bidder at bidder's costs and risks.

4.6 Order Cancellation

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

1. Delay in delivery beyond the specified period for delivery.
2. Serious discrepancy in biometric finger print capture device, noticed during the pre-dispatch factory inspection.

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.

4.7 Acceptance Tests

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

4.8 Software Drivers & Manuals

The biometric finger print capture device will have to be supplied with the Software Drivers and manuals.

4.9 Warranty



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Minimum of three year comprehensive Product warranty covering all parts, service visits to the concerned Branches / Offices, RRBs etc. and two years onsite service warranty. The Warranty should include all costs that the original manufacturer would charge the vendor and also include repair and maintenance of all HW parts other than on account of replacement due to abnormal site conditions of Force Majeure.

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.

4.10 Spare parts

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

4.11 Liquidated Damages

If there is a delay by the bidder in the delivery of the biometric finger print capture devices, 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 site per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank 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. 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.

4.12 Penalty for downtime

Bidder should provide facility of call (fault) logging through telephone, e-mail, FAX, web portrait, etc. and vendor must submit call wise details monthly during warranty period.

In case bidder fails to meet the above standards of maintenance, there will be a penalty of Rs. 100/- per day.

The temporary substitute device or equipment should be replaced by the original device or equipment duly repaired within a week's time, failing which the above penalty will be imposed for the number of days exceeding one week. The standby device so provided shall be returned within 10 days' time.



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During warranty period, the penalty would be recovered from the vendor. 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.

Total of such penalty mentioned under the clause 4.11 and 4.12 shall be subject to maximum of 10 percent of the total contract value.

4.13 Device Failure

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

4.14 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 biometric finger print capture device supplied by him.

4.15 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.

4.16 Guarantees

Bidder should guarantee that the systems delivered to Bank of Maharashtra are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to Bank of Maharashtra is licensed and legally obtained. All biometric finger print capture devices must be supplied with their original and complete printed documentation.

A certificate signed by the CFO / Company Secretary of the Company should be submitted before the Pre-Delivery inspection confirming that all the components / parts/assembly software used in the Biometric Finger Print capture device are original new ones and no refurbished/ duplicate / second hand components/ parts/assembly/software are used.

4.17 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 it's 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, and acts of Bank of Maharashtra either in fires, floods, strikes, lock-outs and freight embargoes.



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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.

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

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

4.18 Resolution of Disputes

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

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by Bank of Maharashtra and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The arbitration and reconciliation act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Pune.

4.19 Other Instructions

Either the Indian agent on behalf of the principal / OEM or principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the tender.

If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another principal / OEM in the tender for the same item / product.

The purchase order will be issued in phased manner as per banks requirement.

4.20 Non-Disclosure Agreement

The Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information. The Bidder shall restrict disclosure of the Information solely to its employees, agents and



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contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

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

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

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

Any information considered sensitive must be protected by the vendor from unauthorized disclosure or access. (Refer Annexure - L)

4.21 Special Condition

The successful bidder will have to paste sticker "Supplied By M/s -----: Year 2017-18" on all the items provided by them.

4.22 Pre-Contract Integrity Pact

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

5 SCHEDULE OF ITEMS REQUIRED

5.1 Schedule I

| Sr. No. | Item | Qty |
|---------|--|-------|
| 1. | Biometric finger print capture device STQC certified Level 0 | 20000 |
| 2. | Biometric finger print capture device STQC certified Level 1 | 10000 |



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6 ANNEXURE A: TECHNICAL SPECIFICATION

| S. No | Specification | Requirement | Complied Y / N | If 'N' remarks |
|-------|---|---|----------------|----------------|
| 1 | Make and model | To be specified | | |
| 2 | Fingerprint template Compliance for minutiae data | ISO 19794(2) | | |
| 3 | Fingerprint template Compliance for image resolution | ISO 19794(4) | | |
| 4 | Image Acquisition Requirements | FBI -PIV | | |
| 5 | Scan resolution pixels/centimeter (ppcm) | 197 | | |
| 6 | Scan resolution pixels/inch (ppi) | 500 | | |
| 7 | Pixel depth (bits) | 8 | | |
| 8 | Dynamic range (gray levels) | 200 | | |
| 9 | Certification | STQC | | |
| 10 | Enrolment and Verification (other than just the image of the finger being captured) | Optical | | |
| 11 | Impression type | Optical Sensor. | | |
| 12 | Light source dependability | No | | |
| 13 | High Resistance | To shock, abrasion and water | | |
| 14 | Algorithm should include | Image Quality Determination and Feature | | |
| 15 | Encryption of fingerprint | Using unique | | |
| 16 | Image acquisition and storage | As per UIDAI/ RBI | | |
| 17 | USB connectivity | Yes | | |
| 18 | Capture mode | Plain live scan capture; Auto capture with built-in quality check (incorporates NIST quality) | | |
| 19 | Power | Through Micro | | |



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| | | | | |
|----|--|--|--|--|
| 20 | Software API | Interface API and Data Dictionary to be shared with the bank and documentation to enable seamless integration with | | |
| 21 | Device and Supplier - STQC Certified Level 0 | Yes | | |
| 22 | Device and Supplier - STQC Certified Level 1 | Yes | | |
| 23 | Technical Support Office | India | | |
| 24 | Firmware | As per the Aadhar | | |
| 25 | Biometric Finger Print Device to support ISO SC37 19794-2/4 or ANSI/INCITS 378 template formats, 500 dpi resolution. | Required | | |
| 26 | Supports connectivity to tablet/Smartphone, via Micro USB | Required | | |



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7 Annexure B : 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 Biometric finger print capture device as mentioned in 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 equipment 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



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8 Annexure C : 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. | Email Address | |
| 7. | Year of commencement of Business | |
| 8. | Turnover of the company (not of group) | 2014-15 2015-16 2016-17 |
| 9. | Profit of the company (not of group) | 2014-15 2015-16 2016-17 |
| 10. | Sales Tax Number | |
| 11. | Income Tax Number | |
| 12. | CST Number | |
| 13. | GST Number | |
| 14. | Whether direct manufacturer or authorized dealers/agent | |
| 15. | Name and Address of manufacturer of Biometric Finger Print capture devices | |
| 16. | Location of Manufacturing facility | |
| 17. | Brief Description of facilities for manufacture, production, inspection, testing and quality assurance | |
| 18. | Brief Description of after sales service facilities available with the bidder Please fill up Annexure F (B) also. | |
| 19. | Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.) | |
| 20. | Integrity Pact | |



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9 Annexure D : Manufacturer's Authorization Form (MAF)

No. _____ dated _____

TO

Dear Sir,

Tender Reference No: 042017

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

We confirm that our company (as a single unit, not the group) has had a turnover exceeding Rs 30 crores of last three financial years (i.e. 2014-15, 2015-16 and 2016-17). We also confirm that we made profit in ___ years in last three financial years.

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

Yours faithfully,
(Name)

For and on behalf of

M/s _____
(Name manufactures)

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



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10 Annexure E : Details of Track Record (Past Installations)

Name of the Vendor _____

| Name of the Client | Biometric finger print capturing device | | Date of completion of delivery as per contract as well as Actual | | Contact person | Total Amount of Order |
|--------------------|---|-----|--|--------|---|-----------------------|
| | Make, Model, CPU | Qty | As per contract | Actual | <ul style="list-style-type: none">NameTel. No.Fax No.Address | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Date: _____

Place: _____

11 Annexure F (A) : Details of Service Centers

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



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12 Annexure F (B) : Details of Locations of Bank's Zonal Office

| Sl. | Place | |
|-----|------------|--|
| 1 | Ahmedabad | |
| 2 | Ahmednagar | |
| 3 | Amravati | |
| 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 | |



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13 Annexure G : Bill of Materials : Schedule of Items

Schedule I: TCO for L1

| Sr. No. | Item | Make and Model | Qty * | Unit Rate with 3 year Warranty | Tax Type | TAX % per unit | Total cost for 3 year warranty |
|--------------------------------|---|----------------|-------|--------------------------------|----------|----------------|--------------------------------|
| | | | A | B | | C | D = A X (B + C) |
| 1 | Biometric Finger print scan device Level 0 with RD services | | 20000 | | | | |
| 2 | Biometric Finger print scan device Level 1 with RD services | | 10000 | | | | |
| Total Amount in figures | | | | | | | |
| Total amount in words | | | | | | | |

(All prices are in Indian Rupee only)

(*) The quantity mentioned is indicative only. Bank doesn't guarantee any minimum or maximum quantity of procurement.

The L1 (lowest one) will be selected as successful bidder as per Total Cost of Ownership i.e. the amount mentioned in column D.

We certify that all the components quoted above include cost of all activities and prices quoted are all in compliance with the terms stipulated in the RFP No:042017

We also confirm that we agree to all the terms and conditions mentioned in this RFP

Date:

Signature:

Name:



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14 Annexure H – Pre-Dispatch Inspection Procedure

The following text describes Pre-dispatch Inspection procedure to be followed by the supplier and inspection support expected.

1. The factory inspection / reliability test is required to be carried out at a site having adequate power and, dust free environment. The bidder should make suitable arrangements to provide Uninterrupted (UPS) power for the inspection set-up.
2. It is suggested that the bidder should make appropriate arrangement to place the equipment offered for inspection/reliability test on suitable racks/tables, considering easy and hassle-free access to keyboard/monitor of all the equipment.
3. The bidder should ensure availability of trained technical/support staff at the inspection site for efficient handling of the inspection and movement of the equipment during the inspection.
4. It is suggested that adequate number of extra devices are offered for the inspection and kept for reliability testing. This may be useful in the event of some devices failing during the reliability tests.
5. It is required that a list containing serial numbers of all the devices offered for inspection is kept ready before the arrival of the inspection team. The list should preferably be typed.
6. In case of serious discrepancy found in the biometric finger print capturing device vis-à-vis the ordered items, the inspection will be called off.

15 Annexure I : FORMAT FOR PRE BID QUERIES

A) Queries Related to RFP

| RFP 042017 | Biometric finger print capture device | | | | |
|--------------|---------------------------------------|-------------------|-------------------|--|-----------------------|
| 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 042017 | Biometric finger print capture device | |
|--------------|---------------------------------------|-----------------------|
| BIDDERS NAME | | |
| Sr. No. | General Query related to RFP | Comment / Suggestions |
| | | |



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16 Annexure J : Performa for the BG for Earnest Money

Guarantee for Payment of EMD

Bank Guarantee no:

Date:

Period of Bank Guarantee: Valid unto

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, commissioning of biometric finger print capture device at various locations vide tender No 042017 dated _____.
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favor of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 10 lakhs (Rs. Ten lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s XYZ & Co.Ltd. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of biometric finger print capture device at various 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.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 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



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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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



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17 Annexure K : FORMAT A - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 042017

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 042017 for the biometric finger print capture device procurement.
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 debaring 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.

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:



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18 Annexure L : Non-Disclosure Agreement

(On stamp paper of relevant value)

This Non-Disclosure Agreement is made and entered into at this ___ day of ___ 2017

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

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

WHEREAS, Bank called for the bids for engagement of Vendor to provide Biometric Finger print capture device at the various locations ($\pm 25\%$ of the total) of the Bank. M/s _____, after going through the Bid Documents and being interested to act as Vendor and provide Biometric Finger print capture device at the various branches ($\pm 25\%$ of the total) of Bank, has submitted its Bid.

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

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

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

Confidential Information in oral form must be identified as confidential at the time of



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disclosure and confirmed as such in writing within 30 days of such disclosure.
Confidential Information does not include information which:

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

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

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

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

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



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

Indemnity: The System Integrator/Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor / Contractor. and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor/Contractor, in the course of discharge of its obligations under this Agreement.

The provisions hereunder shall survive termination of the Contract.

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

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



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19 Annexure M : FORMAT FOR ELIGIBILITY & TECHNICAL EVALUATION

| S. No. | Description of Eligibility Criteria | Complied (Yes or No) | Support Document required |
|--------|---|----------------------|---|
| 1 | The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 and shall be in existence for the last five years having a turnover of Rs. 30 crores per year in the last three financial year's i.e 2014-2015, 2015-2016 and 2016-2017*. This must be the individual Company's turnover and not that of any group of Companies. Copy of the certificate of incorporation should be enclosed as documentary proof. | | Certification of Incorporation |
| 2 | The Bidder Company should have made profits in at least two financial years out of last three financial years. i.e 2014-2015, 2015-2016 and 2016-2017*. A copy of relevant years' audited annual reports / financial statements shall be submitted with the offer in support of net sales turnover and profit. | | Balance Sheets |
| 3 | The original manufacturer (OEM) should have ISO 9000 / ISO 9001/ ISO 27001 certification for Design & manufacturing of PCs. Necessary certificate be enclosed. | | Documentarily proof |
| 4 | If the bidder is an authorized supplier of the Biometric finger print capture device, then the original manufacturer should also meet the turnover and financial criteria mentioned above and documentary proof to that effect should be enclosed. | | Balance sheet of OEM |
| 5 | The bidder should have support centers at minimum 20 locations across the country either own or through franchisee. List of such support centers with contact persons, telephone numbers and addresses should be enclosed. | | List of service centres |
| 6 | The bidder should have executed orders for supply, installed and commissioned similar type of Biometric Solution to any banks / Insurance Company / Government Organizations / Financial Institutions in India in the last two financial years. Necessary certificates to that effect from the banks should be enclosed. | | Purchase order details with photocopies |



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| | | | |
|-----------------------------|---|--|--|
| 7 | The Bidder should not have been blacklisted by any government organization / banks. Self-declaration to that effect should be submitted along with the technical bid. | | Self-declaration |
| TECHNICAL EVALUATION | | | |
| 1 | The Bio-metric device quoted should be complied with the technical specifications mentioned in Annexure A | | Technical Specification Compliance sheet to be submitted as per format mentioned in Annexure A |
| 2 | The devices should meet STQC / UIDAI specifications of Registered Devices and there should be no storage or replay of biometrics. The devices also should be compatible with the Aadhaar Pay Application developed by Bank. | | STQC certificate |
| 3 | The Biometric finger print capture device must confirm 'Level 0' UIDAI RD service certification by STQC for Level 0 devices. | | STQC certificate |
| 4 | The Biometric finger print capture device must confirm 'Level 1' UIDAI RD service certification by STQC for Level 1 devices. | | STQC certificate |
| 5 | The Biometric Finger Print Capture Device must be integrated with proposed Aadhaar pay solution without any additional cost to Bank. Also the vendor should be capable of upgrading the devices at a later stage as and when required by the Bank / NPCI/ UIDAI / STQC without any additional cost. | | Self-declaration |
| 6 | The selected bidder should upgrade the device if the same goes out of support or there is a need for up gradation for compliance to regulatory guidelines during the contract period without any additional cost to the Bank. | | Self-declaration |
| 7 | For the devices, all security regulations under Aadhaar Act, 2016 (prohibiting local storage and replay of biometrics etc.) should be complied with. | | The OEM in their company's letter head shall provide undertaking to this effect |
| 8 | The devices are required to be in conformity with UIDAI notification No. K1 1020/44/2012-UIDAI dated 25.01.2017 specifications. | | Self-declaration |



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| | | | |
|----------------|---|--|---|
| 9 | The bidder should submit a certificate from OEM for availability of spares for at least 5 years for the biometric equipment's quoted | | OEM certificate |
| 10 | The selected bidder supplying the Biometric Scanners should provide the SDK (Software Development Kit) and driver of the proposed Scanners to the Bank Centrally for integrating the proposed Merchant Aadhaar Pay Application Solution. The selected bidder has to also assist the Bank's Biometric Application & Merchant Aadhaar Pay Application Service Provider's for integration of the proposed with the existing Biometric application | | |
| General | | | |
| 1 | In case of States having Road Permit/entry tax, the bidder will have to liaison with local tax authorities and branch officials at each of the locations to obtain the necessary permissions from the respective authorities. Obtaining the necessary permission will be the responsibility of the bidder. Bank will not provide any Form C or Way Bill etc. Clearance of the equipment from Tax Authorities would be the responsibility of the bidder. | | |
| 2 | The bidder will assign a Single Point Contact to the Bank who will assist & coordinate with the Bank for resolving any issues reported. | | |
| 3 | The bidder shall supply Biometric scanners of the description given in the Annexure along with necessary driver software and associated peripheral items, if any are to be delivered at the Zonal Offices/Circle Offices/Head Office of Bank across the country, addresses of which will be shared with the selected bidder while placing the purchase orders. The selected bidder has to assist the Bank's Biometric Application service provider during the integration with the Biometric application. | | |
| 4 | Deployment Methodologies | | Documents on deployment framework, tools, templates & utilities |



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20 Annexure N : PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of _____ 2017, between on one hand, Bank of Maharashtra through authorized official Shri. _____, General Manager, Information Technology Department, Bank of Maharashtra (hereinafter called the "BUYER", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment's/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 The 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.



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- 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.



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- 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



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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**

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



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- 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:



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- 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



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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) : _____



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21 Annexure O : Undertaking of Information Security

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

To

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

Sir,

Sub: RFP for Supply, Installation & Maintenance of Biometric Finger Print Capture Device at Banks Branches / offices

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name Address

Email and Phone