



**REQUEST FOR PROPOSAL
FOR
END-TO-END IMPLEMENTATION AND MAINTENANCE
OF
TWO FACTOR AUTHENTICATION SOLUTION**

TENDER REFERENCE # RFP 102018



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

**HeadOffice, 'LOKMANGAL'
1501, ShivajiNagar, Pune – 411005**

Cost of Tender Document: Rs.29,500/-

Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means ' Bank of Maharashtra'
2. Bidder/ SI (System Integrator) means the respondent to the RFP document,
3. RFP means the Request for Proposal document
4. CBS means Core Banking Solution implemented in the Bank
5. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'.
6. Bidder / Respondent – signifies those who purchase this tender document and submit response to it.
7. 2FA means Two Factor Authentication

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

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1. Invitation for the Tender

Tender for the End-to-End Implementation and Maintenance of Two-Factor Authentication Solution

Bank of Maharashtra (BOM) invites sealed tender offers (Technical bid and Commercial Bid) from eligible, reputed entities for end-to-end implementation of 2-Factor Authentication for Internet and Mobile Banking users of Bank of Maharashtra. This would cover the phases from supply, installation, commissioning, Integration, Implementation, maintenance of the proposed 2-Factor Authentication solution along with other services, training and documentation as mentioned in the Scope of Work. The scope also includes migration of existing users to new system.

The bidders are expected to examine all instructions, forms, terms, Bank project requirements and other information in the RFP documents. Failure to furnish all information required as per the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee, mentioned in the Important information regarding bid submission, by demand draft/banker's cheque in favour of Bank of Maharashtra and payable at Pune.

Important information regarding Bid submission

Tender Reference	RFP 102018
Price of Tender copy	Rs. <u>29,500</u> /- (including tax) (Non Refundable)
Date of commencement of issue of tender document	20/06/2018
Last Date of Sale of tender document	13/07/2018
Queries to be mailed by	27/06/2018
Pre Bid Meeting	30/06/2018 at 16:00 hours
Last Date and Time for receipt of tender offers	13/07/2018 up to 14:00 hours
Date of opening of technical bids	13/07/2018 at 16.00 hours
Place of Opening of technical offers	Bank of Maharashtra, IT Dept, Head Office, "Lokmangal" 1501, Shivajinagar Pune 411005.
Address of Communication	As above
Bid Security Deposit (EMD)	Rs. 10,00,000/- (Rupees Ten Lacs Only)

Contact Telephone Numbers	(020) 25536051 / 25532731- 35
Fax No.	(020) 2552 1568
E-mail Id	agmitd@mahabank.co.in deepali.chowsalkar@mahabank.co.in prasad.thakur@mahabank.co.in sweety.ratner@mahabank.co.in
Website	www.bankofmaharashtra.in

The copy of RFP document may be obtained during office hours on aforesaid working days in person by paying non-refundable amount of **Rs.29,500/- (including tax)** by way of Demand Draft favoring “BANK OF MAHARASHTRA” payable at Pune.

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

In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. However in order to participate in the pre-bid meeting, the tender document must be purchased by the prospective bidder by paying non-refundable amount of Rs.29,500/- (including tax).

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

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.

**General Manager
Information Technology & Operations**

2. About Bank of Maharashtra

Bank of Maharashtra is a nationalized Bank serving the nation for over 83 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. Bank of Maharashtra, a leading Public Sector Bank has 1846 fully computerized branches spread across the country. In the state of Maharashtra itself it has more than 1000 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters.

The bank has fine-tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Ban assurance business, mutual funds and other services like Demat, lockers and merchant banking etc.

The Bank also provides Internet Banking Services as per Industry standard. There are more than 2 Lakhs Internet Banking users of the Bank. The Internet Banking users of the Bank are increasing very fast. The Bank has implemented various security measures to secure the Internet Banking portal of the Bank. Bank is presently using two factor authentication as next level security for internet banking and mobile banking users. Proposed Two-Factor Authentication solution shall be implemented as a software solution and shall meet the requirements of RBI guidelines. The system / proposed solution will have to be integrated with the existing IP network of the Bank. The successful system integrator or bidder will liaison and implement necessary configuration with the network / software provider of the Bank.

The Period of Contract shall be five years (Three years of warranty and two years of AMC) from the date of acceptance of the Project by the Bank. The Bank reserves the right to extend the agreement for further period of two years at the option of the Bank at the same terms.

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') to select a System Integrator for implementing and maintaining the Two-Factor Authentication for Internet Banking and Mobile Banking users.

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

Submission of Tender Document

Tender shall be submitted according to the two bid system.

ENVELOP 1: The first envelop shall be clearly marked as ENVELOP 1: ELIGIBILITY DOCUMENTS: **Tender for the End-to-End Implementation and Maintenance of Two-**

Factor Authentication Solution RFP REFERENCE NO. RFP-102018 with name and address of the tenderer and shall contain following documents.

1. Tender Cost Rs 29,500/- ,if the tender is downloaded from bank's website.
2. Earnest Money Deposit: Rs 10, 00,000/-(Rs Ten Lakhs Only)
3. Covering Letter **ANNEXURE 7**
4. Original tender document duly signed and stamped on each page of the tender document.
5. Details of the tenderer / Company Information as per **ANNEXURE 12**
6. Submit the copy of commercial bid duly masking the price column, as a part of Technical Bid. The bid will be disqualified if it is not submitted.
7. Detailed bar chart, indicating schedule of project commencement, project implementation, project completion along with all detailed activities.
8. Work experience
9. Last three years audited balance sheet. (2014-15, 2015-16 and 2016-17)
10. Submission of pre-contract integrity pact agreement along with technical bid document

ENVELOP 2: The second envelop shall be clearly marked as ENVELOP 2: TECHNICAL BID - **Tender for the End-to-End Implementation and Maintenance of Two-Factor Authentication Solution RFP REFERENCE NO. RFP-102018** with name and address of the tenderer and shall contain following documents.

1. Technical Specifications: As per **ANNEXURE 3**

ENVELOP 3: FINANCIAL BID

The Third envelop shall be clearly marked as ENVELOP 3: FINANCIAL BID NAME OF THE WORK: **Tender for the End-to-End Implementation and Maintenance of Two-Factor Authentication Solution RFP REFERENCE NO. RFP-102018** with name and address of the tenderer and shall contain following documents.

1. Financial offer shall be quoted in the format provided in the tender document. It shall be separately typed, signed, sealed by the tenderer.
2. Bidder shall take photocopy of the financial format and mention the cost on photocopy only.

The three sealed envelopes envelop 1-Eligibility Bid, envelop 2 -Technical bid and envelop 3- financial bid shall be again put together in one common envelop and seal it. This sealed cover envelop shall be marked as **Tender for the End-to-End**

Implementation and Maintenance of Two-Factor Authentication Solution RFP REFERENCE NO. RFP-102018.

Evaluation Process

For the purpose of the evaluation and selection of bidder for the 2FA Solution implementation project, a two-stage bidding process will be followed. The Bidder has to submit (1) Technical Bid and (2) Commercial Bids separately on the same day before the stipulated time (both hard and soft copies).

The 'Technical Bid' will contain the exhaustive and comprehensive technical details, whereas the 'Commercial Bid' will contain the pricing information. The Technical Bid should also contain the 'Masked' Commercial bid with the units of proposed components mentioned and prices masked. **The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.**

In the first stage, only the 'Technical Bids' will be opened and evaluated. All technical bids will be evaluated and a technical score would be arrived at. The bidder scoring the highest technical score will be ranked as T1. The bidders shall be categorized in the following two bands:

- Band 1: Bidders with technical scores more than 90 percent of the score of T1.
- Band 2: Bidders with technical scores more than 80 percent but less than 90 percent of the score of T1.

Bidders in Band 1 shall be considered to have technically qualified. Such bidders shall progress to the commercial evaluation stage. If only one bidder qualifies in Band 1, Bank shall qualify all the bidders in Band 2. If no bidder qualifies in Band 2, Bank reserves the right to consider the bidder with the next highest technical score.

In the second stage, the Commercial Bids of only those bidders shall be evaluated who have qualified in the technical evaluation. The remaining commercial bids, if any, shall not be opened.

While the technical score carries a weight of 70 percent, the commercial score carries a weight of 30 percent.

Bank may call for any clarifications/additional particulars required, if any, on the technical/commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Bank also reserves the right to conduct Reference Site Visits at the bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

Scope of Work: -

Project Scope

The Internet Banking users of the Bank are increasing very fast. The Bank has implemented various Security Measures to secure the Internet Banking portal of the Bank. Presently Bank is using Two-factor Authentication as a next level of Security for its Internet Banking Portal – <https://www.mahaconnect.in> and Mobile Banking Application. Proposed Two-Factor Authentication solution shall be implemented as a software solution and shall meet the requirements of RBI guidelines. The system / proposed solution will have to be integrated with the Bank's Solutions including, but not limited to, Internet Banking, Mobile Banking Solution and any other Electronic Banking solution that may be implemented in future.

The security solution should consist of features such as multifactor authentication, MITM proof and end to end encrypted channel of communication, device binding, and should protect the bank's customers and bank employees from various forms of attack vectors including phishing, pharming, DNS poisoning, registry hijacking etc.

Bank intends to apply such solution in following scenarios –

1. **Secure access to Internet banking application:** internet banking application for bank customers to access banks internet banking (from laptop and desktop)
2. **Secure Mobile applications:** Secure access with malware detection to integrate with banks existing mobile banking app (API based integration with existing mobile banking app)
3. **Omni-channel Transaction authorization:** facility for Bank's customer to authenticate the ecommerce transactions done through internet banking or debit card or credit card. This can be extended to scenarios like, but not limited to, push notification, OTP and or call whichever applicable to ensure full coverage.

The solution provider may propose one integrated solution or multiple solutions to address all the functionalities required.

The successful system integrator or bidder will liaison and implement necessary configuration with the network / software provider of the Bank.

The Bidder will be responsible for seamlessly migrating from the existing 2FA solution/method without causing any disruption to the customer or to any other customer of the Bank. The bidder is required to provide a detailed project plan as well as migration plan which should be acceptable to the Bank and the progress needs to be shared with the Bank on regular basis as per the frequency required by the Bank.

The scope also includes maintenance of the solution for the period of **5 years** from the date of implementation of the solution & acceptance of the same by the Bank. The Bidder shall provide adequate training to the staff for the solution. Solution shall be consisting of hardware, software, operating system, database, and tools, etc. as per the technical and operational specifications of the Bank. Refer 2FA Technical Specification. The solution is to be implemented on capex model.

The proposed solution shall support at least 10 lakhs Internet/Mobile Banking customer base.

However, the solution should be scalable to support up to 30 Lakhs Internet Banking Customer Base

Project timelines

The Bidder is expected to adhere to the following timelines:

Sr. No.	Activity	Time Period for completion
1	Supply and delivery of equipment for 2Factor Authentication servers	6 Weeks from LOI Date
2	Designing the architecture of the solution as per the requirement of the Bank and doing necessary customization	6 Weeks from LOI Date
3	Complete Installation of the solution	8 weeks from LOI Date

Detailed Scope of Work

General

The solution shall seamlessly integrate with the SIEM solution of the Bank. In case required, the Bidder shall provide all required support to integrate it with SIEM. Overall scope must ensure full coverage of 24*7*365 monitoring & management aspects of Two-Factor Authentication system.

Although the Bank proposes token less solution for its Internet Banking customers, the Bank also expects to provide token based solution for its corporate users. The architecture, inventory, logistics etc. with respect to the token based solution shall be the responsibility of the bidder.

The bank shall be conducting Audit / Penetration tests of the solution by Bank appointed third party auditor. The solution shall pass the audit / penetration tests without any major findings. The major findings, if any must be rectified before the implementation of the solution. The Bank may also conduct penetrations tests frequently and the findings shall be rectified as per SLA terms.

The solution shall have sufficient flexibility to work on leading browsers such as Internet Explorer, Google Chrome, Firefox, etc. In addition to this it should support internet/Mobile banking. It should support multiple Operating systems like Windows, Mobile OS such as Windows, Android, Symbian and Blackberry, iOS etc. The Bidder is expected to provide One Time Implementation cost which includes integration with existing CBS software and SIEM software.

IPv6 Readiness: The bidder shall ensure that the entire Two Factor Authentication Solution including hardware and software is IPv6 compatible and shall ensure the readiness as per the national roadmap for IPv6 deployment at no extra cost to the Bank.

In case the bank changes network topology / architecture, required modification in 2FA Solution architecture shall be done at no extra cost.

The Licensing of Solution Server (hardware, software and application) and licensing of 2FA Software shall continue 6 months further to the expiry of contract period so that the solution remains fully functional within the transition period. Extending the services of Bidder shall solely depend upon the performance of the Bidder.

ISMS Framework (ISO 27001:2005): The bidder shall abide by the ISMS framework of the Bank which includes Incident Management, Change Management, and Capacity Management etc.

Solution Architecture

General

Presently bank is using 2FA solution successfully for Internet banking and mobile banking users. Bidder should provide the migration plan along with parallel run so as to keep continuity in services. The scope of the RFP is to implement, maintain, migrate existing users to new system and carry out various functions of the 2FA solution. The Bank intends to purchase 2FA solution software, the SI/Bidder shall install, update and maintain the same. Further the SI/Bidder shall report the status of installation and implementation on daily basis to the Bank.

Existing Flow of IB Transactions:

1. Existing Flow for MahaSecure users:
 - a User download respective App depending upon the OS he is using.
 - b User need to set the challenge question and PIN for login.
 - c User has to login to MahaSecure App using PIN.
 - d When there is a change in the device i.e. PC or laptop or mobile device the user has to authorize respective device by answering the challenge question.
 - e The user has to login using his Internet Banking username and password
 - f While transferring of the fund to third party account, the user receives an OTP on the MahaSecure App
 - g The user has to enter his transaction password and then OTP, to effect the fund transfer transaction.

Proposed Flow of IB Transactions: (Functional requirement)

- i. New Users:
 - a The new internet/mobile banking user should be allowed to register into the system.
 - b The registration should happen using customer credentials. Bank may decide to choose the registration flow by means of OTP, e-KYC checks and or card details.
 - c Solution should be extensible to get seamlessly integrated with the registration flow decided by the bank.
 - d After registration the user should be allowed to do the transaction however when there is change in pattern, the solution should provide option to invoke confirmation flows as mentioned in point (b) or should be challenged using secret questions chosen by Bank.

ii. **Existing MahaSecure Users:**

- a The existing MahaSecure user's database should be seamlessly migrated to the new/upgraded solution
- b Features available in the new/upgraded solution should be available to the existing users along with new users.

3. Project Details

Reporting and Escalations:

Reporting shall be as per the SLA in the format needed by the Bank. Officials concerned shall have complete view of the console available on the solution server. Drill down to the cause shall be automatically through console. Escalations rules shall be as per the requirement of the Bank.

Integration with Existing CBS software:

At present the Bank is using the BANCs24 solution as a Core Banking solution (CBS) and Internet Banking (IB) solution deployed by M/s.TCS. The 2FA solution should get integrated with the above mentioned CBS and IB solution. The bidder has to co-ordinate with the Bidder of CBS and IB solution for integrating 2FA solution. The solution shall be made compatible for any changes in the CBS software or Internet Banking Application / Mobile Banking Application at no extra cost. Also whenever changes are carried out in CBS software or Internet Banking Application/ Mobile Banking Application, the bidder shall make the 2FA solution compatible with the new changes without any extra cost to the Bank.

Integration with existing SIEM Solution:

The reporting and logging system shall integrate seamlessly with existing SIEM Solution. As required by Bank the Bidder shall provide all the required information and data for integrating with SIEM.

The Bank would also like the bidders to demonstrate their solution capabilities, integration services and any other innovative and creative services, which the bidder can offer to supplement bank's requirements during the RFP technical evaluation & presentation process.

Bank reserves the right to bring about any changes in Requirement/Scope of this RFP and the same will be communicated to the bidder well in time so as to allow the bidder to prepare their proposal.

Solution Servers Requirements

The Solution server shall be able to manage at least 10,00,000 Internet/Mobile Banking customers and the concurrent connections to the tune of 10,000. The Bidder has to deploy servers in redundant mode at DC and DR of the Bank. The servers at DC should be in high availability mode (active – active) while servers at DR should be in (Active – Passive) mode. The servers at DC and DR should have replication of data on real time basis. The RPO should be 0 and RTO should be less than 80 minutes in DC and DR. The servers should have backup capability with the required backup software. Solution

server storage capacity shall be optimum for 10,00,000 clients and it shall be scalable as the need arise.

The hardware, software for the solution servers including storage, OS etc shall be supplied and maintained by the SI. The bidder is also responsible to provide test setup. The bidder shall perform testing and obtain "Go Ahead" from the Bank before implementing any change in the production setup.

Client Ticket logging

The bidder shall provide facility to the Bank's customer for registering any complaint related to login onto the Bank's portal. The Bank's helpdesk will also be registering complaint with the bidder on behalf of the customer. The bidder shall provide support and detailed reporting as per SLA.

No separate hardware/ OS will be supplied for ticket logging system.

Help Desk:

The Bank is having its own Helpdesk Setup to provide support to its customers/ users. The overall solution provided by the bidder should be in line with the requirements of the call center process of the Bank.

Service Levels

Uptime (Solution Uptime)

The Bidder shall ensure that the system gives minimum 99.95% uptime (Calculated on monthly basis, which includes servers, storage, and solution as a whole). For every 0.10% or fraction thereof of additional downtime, Bank will impose a penalty of 1% of the monthly payment (subject to maximum of 10% of the contract value during Contract Period of five years). The Bidder will also have to enter into a Service level agreement for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements. The bidder shall deploy complete solution within 8 weeks from receiving LOI from the Bank. The solution shall be considered for UAT only after implementation of 2FA for at least 50 Bank's staff. In case the solution is not put forth for UAT within stipulated time, there will be penalty of Rs.10000 per day. If failure of any component leads to business downtime more than thrice within a span of six months, then the Bidder is expected to replace the component /equipment at Bidder's own cost.

Bidder has to ensure that the equipments deployed are operational till five years and there is **NO** end of life / end of sale or end of support from OEM during this contract period. In case of YES; bidder has to implement equivalent or better solution for remaining contract period with no extra cost to the bank. In case any upgrade / replacement is required due to any such reason, the bidder should provide the upgrade / replacement free of cost without hampering ongoing operations

The Broad Service Levels are given below, subject to change:

Sr No	Service Area	Criticality	Service Level	Penalty Calculated every month
1	Project Implementation	Most Critical	Project completion as per the project timelines.	Rs.10000/= per additional day.
	Solution uptime	Most Critical	<p>99.95% uptime for solution. The uptime is calculated monthly based on 24 X 7 X 365. The solution shall be made available to the customer in 5 minutes.</p> <p>The bidder shall obtain the security compliance for VA scanning/ PT conducted by the Bank within 1 day for high risks, 2 days for medium risks, and 4 days for low risks observations. No vulnerability shall remain unresolved for more than one day after notification from the Bank.</p>	<p>For every 0.10% or fraction thereof of Additional downtime for Solution, Bank will impose a penalty of 1% (Total Recurring Application support charges).</p> <p>For vulnerabilities open for more than 1 day, the penalty will be Rs.5000 per day.</p>
3	Failure of customer logins due to 2FA solution	Most Critical	Any other cause such as part failure causing the session timeout during login. Such problem to be resolved in 15 minutes.	For every 0.10% or fraction thereof of Additional downtime for Solution, Bank will impose a penalty of 1% of the monthly payment (Recurring)
4	Risk Analysis for any breach of security	Critical	<p>For high Risk = 4 hours</p> <p>For Medium Risk = 8 hours</p> <p>For Low Risk = 1Day</p> <p>Daily reporting</p>	For each additional 1 hour, the penalty will be Rs.10000/=

These penalties shall be applicable for the cases attributable to the SI, and the bank may ask for justification on case to case basis.

Penalty: Penalty will be calculated on Monthly basis. Please refer clause on Penalty for other details such as overall cap on penalty.

Eligibility Criteria

Eligibility criterion for the System Integrators to qualify this stage is clearly mentioned in Annexure 5 – Eligibility criteria. Complying with this document, system integrators who meet these criteria would only qualify for the second stage of evaluation. The System Integrator would also need to provide supporting documents for eligibility proof. All the credentials of the System Integrator necessarily need to be relevant to the Indian market.

The decision of the bank shall be final and binding on all the bidders to this document. The bank may accept or reject an offer without assigning any reason whatsoever.

Technical Bid Evaluation Process

The technical evaluation criterion would broadly involve the following major areas:

- Compliance to Technical requirement as in Annexure 1 - Technical requirement
- SI's detailed work plan, proposed solution.
- Short listed SI's presentation and demonstration of the solution proposed.
- Implementation Methodology described by the bidder in Technical Bid

The list of requirements for the technical Bid has been mentioned in “Technical Proposal format”. Scores for the above individual parameters shall be normalized to a percentage value. Each parameter has been assigned a weight. The weighted scores shall be summed up to determine the technical scores of the bidders. The bidder with the highest technical score shall be ranked as T1 and shall be considered as Thigh for the techno commercial

SCORING METHODOLOGY FOR FUNCTIONAL AND TECHNICAL REQUIREMENTS

Criticality of requirements

Functional and technical requirements are segregated into two categories determined by the criticality of the requirement. These categories are as follows:

- **Knockout (K):** Knockout Requirements are those requirements which are extremely critical to the functioning of Bank and are to be met in their entirety in the precise manner as documented in the requirements.
- **Business Critical (B):** Business Critical Requirements are those requirements which are extremely critical for the functioning of Bank but can be met by the bidder in any form that the bidder deems most suitable. The objective of the activity, however, must be necessarily met as documented in the requirements.

Response Options

The bidder should provide a response to each of the requirements, which could be any one from the following categories:

- **Fully Compliant (FC):** The system that shall be delivered currently supports this function either in native form or through existing parameterization without further enhancement or the use of either programming or user tools, i.e. included in the base package.

- **Partially Compliant (PC):** The function would require workaround to the system, by the bidder (the system shall be able to deliver the function by way of a workaround using a combination of existing features with minimal or no customization), and the bidder shall provide these features at no additional cost before the beginning of the User acceptance Test.
- **High Customization (HC):** The function since not available in the product as it would require customization by the bidder and the bidder shall provide these features at no additional cost before the beginning of the User Acceptance Test.

The response should be given by marking under the category, which shall apply to the requirement. Where a response requires explanation, the bidder has to provide the explanation in the COMMENTS column or on a separate page, if necessary, with reference to the requirement number. Any requirement where the bidder has not marked a response will not be scored.

The responses of the bidders to the requirements shall be scored as given in the table below:

Table 1-1: Functional Requirements Scoring Mechanism

Requirement BidderResponse	KnockoutReq uirement(K)	BusinessCritical (B)
FullyCompliance(FC)	9	7
PartialComplaint(PC)	6	4
HighCustomization(HC)	3	1

The Bidder should provide 100% of requirements as Fully Compliant, Partially Compliant or High Customization to be considered for evaluation. Bank reserves the right to reject the bid if the bidder does not respond / leaves the response field blank for any of the requirements.

Bank at its discretion may reject the proposal of the bidder without giving any reason whatsoever, if in Bank's opinion, the bidder could not present or demonstrate the proposed solution as described in the proposal

SCORING METHODOLOGY FOR APPROACH AND METHODOLOGY (AM)

The bidder is expected to provide, as a part of the technical bid, a detailed document that explains the approach and methodology proposed by the bidder for the implementation of the proposed solution.

The "Approach and Methodology" adopted for the Implementation would be evaluated by

Bank and would at the minimum cover

- Customization for the defined requirements
- Training
- Roll-Out Strategy

- Project Management

The bidder is also expected to provide, as a part of the technical bid, a detailed document that explains the general solution architecture of the solution proposed by the bidder. The response should also include details of the hardware and software proposed. The bidders will also have to make a presentation to the Bank's management, which will also be taken into account while scoring this category.

SCORING METHODOLOGY FOR REFERENCE SITE VISIT (RSV)

The Bidder should provide the details of implementations involving solution proposed by the bidder for the scope as defined in this RFP, including detailed Scope of Project, rollout strategy and plan, etc. It is expected that the bidder provides the details for each of the implementations separately covering the complete scope of work.

The details provided should be verifiable and the Speed of Implementation, Project Closure, etc would be rated by Bank and scores assigned. A Committee of people from Bank would carry out Reference Site Visits and/or Telephonic discussions with the existing customers of the Bidder. The inputs that have been received from the Customer would be considered by Bank and this might not need any documentary evidence. This rating would be purely on the inputs provided by the Bidders customers. The scoring would be relative among the bidders. Bank at its discretion may reject the proposal of the Bidder without giving any reasons whatsoever, in case the responses received from the Site Visits are negative.

SCORING METHODOLOGY FOR PAST EXPERIENCE (PE)

The bidder should provide details of past experience in implementing Two Factor Authentication Solution including deployment of hardware, software and training Bank staff. The bidder's past experience shall be evaluated as given below:

Table 1-2: Scoring Methodology for Past Experience

Sr No	Parameter	Points to be awarded	Weight
1	Number of Indian Public Sector Banks where similar 2FA solution has been implemented	1 Bank – 50 Points 2 to 3 Banks – 80 points 4 or more Banks – 100 points	60%
2	Number of Banks (other than PSU) / Sites where similar 2FA solution has been implemented	1 Site – 50 Points 2 to 3 Sites – 80 Points 4 or more sites – 100 Points	40%

The score obtained by the bidder shall be considered as PE for evaluation as explained in above table.

The Bidder should provide the details of all the implementations in Banks including details of Scope of Project, for the subjective evaluation as given in the table above. It is expected that the bidder provides the details for each of the implementations separately covering the complete scope of work.

A Committee of personnel from Bank (or Bank appointed advisors) would also carry out Reference Site Visits and/or Telephonic interviews with the existing customers of the Bidder.

The inputs that have been received from the Customer would be considered by Bank and this might not need any documentary evidence. This rating would be purely on the inputs provided by the Bidder's customers. Bank at its discretion may reject the proposal of the Bidder without giving any reasons whatsoever, in case the responses received from the Site Visits are negative.

CONSOLIDATED SCORE IN TECHNICAL BID EVALUATION

The Consolidated Technical Bid Evaluation Score (T) would be a composite of the following scores:

Table 12-4: TEVS Weights Distribution

Scoring Parameter	Weighted Score(WT)	Minimum percentage for Technical Qualification
Functional Requirements (FR) WTFR	$WTFR = FR \times 50\%$	80%
Approach and Methodology (AM)	$WTAM = AM \times 20\%$	80%
Reference Site Visit (RSV)	$WTRSV = RSV \times 10\%$	60%
Past Experience (PE)	$WTPE = PE \times 20\%$	60%
	Total TEVS of the Bidder	70%

FR, RSV, AM and PE denote the percentage scores obtained by each bidder in the corresponding sections. The final Technical Evaluation Score (TEVS) shall be calculated as following:

$$TEVS = WTFR + WTAM + WTRSV + WTPE$$

The bidder with the highest technical score shall be considered as T1. The technical scores of the qualifying bidders shall not be disclosed to all the bidders.

DISQUALIFICATION PARAMETERS IN TECHNICAL BID EVALUATION

The bidders are required to score at a minimum as per the parameters defined. If only one bidder qualifies, Bank at its discretion may select bidders with the top two technical scores for commercial evaluation. Bank, at its discretion, may choose to open the commercial bid of the only bidder who qualifies. Bank at its discretion may reject the proposal of the Bidder without giving any reason whatsoever, if in Bank's opinion, the Solution Sizing was not made appropriately to meet the performance criteria as stipulated by Bank. Bank at its discretion may reject the proposal of the Bidder without giving any reasons whatsoever, in case the responses received from the Site Visits are negative.

COMMERCIAL BID EVALUATION

Commercial bids of only those bidders who qualify the technical evaluation shall be opened. Commercial bids of the other bidders shall not be opened and their Earnest Money Deposit shall be returned.

The bidders will have to submit the Commercial bid in the attached format – Annexure 6-Masked Commercial Bid. The bidder is expected to submit the Commercial bid in Indian

Rupees inclusive of all the applicable taxes except GST which shall be paid / reimbursed on actual basis on production of complete bills. The Technically Qualified bidder with the lowest Commercial Bid after scrutiny and normalization would be considered as CLOW.

TECHNO-COMMERCIAL SCORING

The techno-commercial score shall be calculated as follows: $\text{Total Score} = (\text{CLOW} / \text{C}) * 0.3 + (\text{T} / \text{THIGH}) * 0.7$.

Here C and T are the commercial and technical scores of the respective bidders. The scores would be rounded-off to the first decimal point. In case of a tie of Total Score between two or more Bidders, the Bid with higher technical score would be chosen as the successful bidder. Bank will notify the name of the Successful Bidder.

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
3. If there is discrepancy between unit price and total price, the unit price shall prevail
4. If there is a discrepancy in the total, the correct total shall be arrived at by Bank. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

All liability related to non-compliance of this Minimum Wages Requirement and any other law will be responsibility of the bidder.

Terms and conditions

General

The bidder shall adhere to the terms of this tender document and would not accept any deviations to the same. If the SIs have absolutely genuine issues only then shall they provide their nature of non-compliance to the same in the format provided in Annexure 8 - Query Format. The Bank reserves its right to not accept such deviations to the tender terms.

The bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for project of "Implementation and Maintenance of Two Factor Authentication Solution".

Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the bidder responses would not be incorporated automatically in the tender document.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the SI, the tender document shall be the governing document for arrangement between the Bank and the SI.

7.2 Rules for responding to this tender document

7.2.1 Response document

- 7.2.1.1 All responses shall be in English language. All responses by the System Integrator to this tender document shall be binding on such bidder for a period of 180 days after opening of the commercial bids
- 7.2.1.2 The technical bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the bid security with the Bank or to withdraw the bid and obtain the security provided.
- 7.2.1.3 The bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 7.2.1.4 The bidder is required to quote for all the components/services mentioned in the Section 4 “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 7.2.1.5 The offer shall specify only a single product for the 2FA solution and for each of the components required as a part of solution implementation, which is cost-effective and meeting the tender document specifications. It is the responsibility of the bidder to provide the best suitable solution. However, bidder shall not offer more than one product for the entire solution or any component of the solution.
- 7.2.1.6 In the event the bidder has not quoted for any mandatory or optional items as required by the Bank and forming a part of the tender document circulated to the SI's and responded to by the SI, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 7.2.1.7 In the event optional prices (if requested in RFP) are not quoted by the Bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost.

- 7.2.1.8 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and implementing solution. The Bank's interpretation will be final.
- 7.2.1.9 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the bidder and responded by the bidder have been quoted for by the SI, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.
- 7.2.1.10 In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the SI's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- 7.2.1.11 The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for providing solution and availability etc. as mentioned in the tender document circulated by the Bank. bidder shall be fully responsible for deviations to the terms & conditions, time frame etc. as proposed in the tender document

7.2.2 Price Bids

- 7.2.2.1 The bidder is requested to quote in Indian Rupees ('INR'). Bids in currencies other than INR would not be considered.
- 7.2.2.2 The prices and other terms offered by SIs must be firm for an acceptance period of 180 days from the date of commercial bid submission.
- 7.2.2.3 The prices quoted by the bidder shall be inclusive of all excluding GST. GST will be paid at actual.
- 7.2.2.4 If the bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
- 7.2.2.5 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder shall give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the SI". bidder shall ensure that the project shall not suffer for any reason.

7.2.3 Price Comparisons

- 7.2.3.1 The Bank will consider the Total Cost of Ownership (TCO) over a five-year period (three years warranty and two years AMC and ATS) starting from date of

acceptance of the Solution. The optional (if requested in RFP) items would also be considered in the TCO.

7.2.3.2 Providing the adequate benefit to the Bank; comprehensive charges must be mentioned, after taking due consideration for the requirements and contract period.

7.2.3.3 The Bank, may decide to choose to avail the optional items at any point during the contract on the same cost.

7.2.3.4 For comparison purposes the Bank will consider the Optional (if requested in RFP) Items as well.

7.2.3.5 The Price offer shall be on a fixed price basis and shall include: All taxes, duties and levies of whatsoever nature if any; and Services which are required to be extended by the bidder in accordance with the terms and conditions of the contract.

7.2.3.6 The bidder must provide and quote for all the services as desired by the Bank as mentioned in this tender document.

7.2.4 Performance Guarantee

7.2.4.1 If the contract is awarded, the bidder shall furnish a Performance Bank Guarantee in the format as required by the Bank to the extent of 15% of the value of the contract within 10 days of the date of receipt of the purchase order. The performance guarantee would be for the entire period of the Contract and further 3 months. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or exit clause of the contract.

7.2.4.2 The Solution will be deemed accepted only when all the functionalities as per the Scope are provided, commissioned and accepted by the Bank or the Bank appointed Consultant. The UAT shall be signed off between the Bank and the Successful Bidder.

7.2.4.3 Responses to this tender document shall not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

7.2.4.4 By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the SI. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the SI, and a different bidder may be selected.

7.2.4.5 Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.

- 7.2.4.6 The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the SI's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the SI's inability to meet the established delivery dates, that bidder will be responsible for any tendering costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services or is limited to 10% on the total cost whichever is higher.
- 7.2.4.7 The bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, of providing 2FA Solution. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this tender document, the bidder shall fulfill all the terms and conditions of this tender document.
- 7.2.4.8 The bidder represents that the proposed Solution and its documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the proposed solution. The bidder represents and undertakes to obtain and maintain validity throughout the contract, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the SI. The bidder further undertakes to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the SI.
- 7.2.4.9 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the SI. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for providing solution etc. as mentioned in this tender document.
- 7.2.4.10 The Bank and the bidder covenants and represents to the other Party the following:
- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- 7.2.4.11 It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action

and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

7.2.4.12 The execution, delivery and performance under an Agreement by such Party:

- Will not violate or contravene any provision of its documents of incorporation;
- Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, shall have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- The bidder undertakes to provide appropriate human as well as other resources required, to provide the requirement for Bank's 2FA Solution as part of the contract, from time to time.
- The Bank would not return the bid documents to the SI's

7.2.4.13 The Bank shall not be held liable for costs incurred during any negotiations on proposals or proposed contracts or for any work performed in connection therewith.

7.2.5 Changes to the tender document

7.2.5.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The bank will inform all SI's about changes, if any.

7.2.5.2 The Bank may revise any part of the tender document, by providing a written addendum to all short-listed SIs at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date.

- 7.2.5.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 7.2.5.4 SIs shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the Deputy General Manager, IT at the address mentioned in earlier, and shall be received by the point of contact not later than the time specified in Section 1 of this document. Responses to inquiries and any other corrections and amendments will be distributed to all the SIs in the form of electronic mail or hardcopy or updated on the Bank's website or newspaper journals; the preference for distribution would be with the Bank. The SI, who posed the question, will remain anonymous.
- 7.2.5.5 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all SI's and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.
- 7.2.5.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all SI's for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 7.2.5.7 The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any SI, and / or to listen to any representations.
- 7.2.5.8 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There shall 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. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 7.2.5.9 Bidder presentation – Bidders are requested to be prepared to make presentations and arrange for reference site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date for submissions of bids. The Bank will communicate a date and time to the bidder any time after the last date for submission of bids.
- 7.2.5.10 Details of Sub-contracts, as applicable – If required by the Bank, SIs shall provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the SI, the bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the bidder to perform its obligations. The bidder shall also have the

responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

- 7.2.5.11 If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the bidder will have to submit the clarification within 3 days from the day it was conveyed to the bidder regarding the same.
- 7.2.5.12 The solution will not be accepted as complete if any facility /service as required is not available or not up to the standards projected by bidder in their response and the requirement of this tender.
- 7.2.5.13 There will be an acceptance inspection by the Bank or its nominated consultants for the Solution. In case of discrepancy in facilities /services provided, the Bank reserves the right to cancel the entire purchase contract. The inspection will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants. The contract tenure for the Solution will commence after acceptance of the Solution by the Bank. The Bank will accept the solution on satisfactory completion of the above inspection. The Installation cum Acceptance Test & Check certificates jointly signed by SI's representative and Bank's official or any consultant / auditor appointed by the Bank shall be received at IT Department, Pune along with invoice etc. for scrutiny before taking up the request for consideration of payment.
- 7.2.5.14 The bidder is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the SI, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of bidder shall be paid by bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of SI's employee, agents, contractors, and subcontractors. The bidder shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- 7.2.5.15 The Bank shall inform the bidder all breaches and claims of indemnification and shall grant the bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the SI). The written demand by the Bank as to the loss / damages

mentioned above shall be final, conclusive and binding on the bidder and bidder shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.

In respect of demands levied by the Bank on the bidder towards breaches, claims, etc. the Bank shall provide the bidder with details of such demand levied by the Bank.

For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the bidder to its employees, its agents, contractors and sub-contractors."

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

7.2.5.16 The Bank will scrutinize the technical bill of material and conformity to the requirements as specified in the RFP. As part of this process the Bank will try and normalize to the extent possible technical requirements and comparisons to the extent possible between Bidders. In the event of major deviations in the technical bids submitted by the bidder the Bank may choose to provide for a re-pricing option to all the technically short-listed SI's. The bidder agrees that it has no reservations with this process.

Terms of Reference

8.1 Contract Commitment

The Bank intends that the contract, which is contemplated herein with the SI, shall be for a period of five years. The contract period will start from the date of acceptance of the project.

8.2 Payment terms

The SI must accept the payment terms proposed by the Bank. The financial bid submitted by the SI during the commercial bid submission must be in conformity with the payment terms proposed by the Bank.

Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the SI, in case of delays or defaults on the part of the SI. Such withholding of payment shall not amount to a default on the part of the Bank.

- a) 20% on delivery of Hardware, Software, and inspection of the equipment and media delivered by the Bank staff at respective locations.
- b) 35 % after the UAT sign-off
- c) 15 % after go-Live (Successful installation and commissioning of end-to-end solution)
- d) 10% after completion of one year warranty period.

- e) 10% after completion of two year warranty period
- f) 10% after completion of three year warranty period
- g) The payment for additional Hardware and Software tokens if any, will be on delivery and the successful commission, integration and sign off.

The recurring payment application support charges for the services on "Two Factor Authentication Solution project" shall be divided into four equal installments for the year and paid quarterly in arrears; after deducting the applicable penalty; post the successful commissioning of the project and acceptance of all the relevant requirements under this tender. Bidder has to ensure that the equipments deployed are operational till five years and there is end of life / end of sale or end of support from OEM. In case any upgrade / replacement is required due to any such reason, the bidder should provide the upgrade / replacement free of cost without hampering ongoing operations.

No price variation relating to increases in customs duty, excise tax, Service tax, currency exchange rate fluctuation etc. will be permitted.

8.4 Acceptance of the Project

The Bank will carry out the inspection of the Project Implementation prior to the Project Acceptance. The bidder shall ensure that all the deliverables are in place and will submit to the Bank all the required evidences and records for the Bank to carry out Project Acceptance.

8.5 Compliance with all applicable laws

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

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

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

suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

8.6 Order cancellation

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Unacceptable Delay in providing overall solution including client software installations as per the SLA
- Serious discrepancy in the quality of service / facility / security.
- In case of order cancellation, any payments made by the Bank to the bidder would necessarily have to be returned to the Bank with interest @ 15% per annum, further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other SI. This is after repaying the original amount paid.

8.7 Indemnity

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

The SI's shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the SI, its employees, and agents

- Breach of any terms of tender document or Representation made by the System Integrator.
- Act or omission in performance of service.
- Loss of data due to bidder provided facility.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

The bidder shall not indemnify the Bank for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and System Integrators of the Bank would be considered as a “direct” claim.

8.8 Inspection of records

Bidder has to make provision to store all audit trails of the activities performed on the server/hardware. Such trails should be made available whenever demanded by the bank or its authorized representative.

8.9 Publicity

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

8.10 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

8.11 Penalties and delays in System Integrator’s performance

The bidder shall provide uninterrupted services for ensuring implementation and maintenance of the 2FA Solution as per the requirements of this tender. Inability of the bidder to either ensure deliverables as per specifications within defined timelines or to meet the service levels as specified in this RFP shall be treated as breach of contract and would invoke the penalty clause.

The proposed rate of penalty with respect to non-adherence to service levels is mentioned in Service level in this RFP. Overall cap for penalties will be 10% of the

contract value. Thereafter, the contract may be cancelled. The bank also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to the bank.

Notwithstanding anything contained above, no such penalty will be chargeable on the bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

Delivery of the Goods and performance of the Services shall be made by the bidder in accordance with the time schedule specified by the Bank.

If at any time during performance of the Contract, the bidder shall encounter conditions impeding timely delivery of the Goods and performance of the Services, the bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the SI's notice, the Bank shall evaluate the situation and may at its discretion extend the SI's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Any delay by the bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of liquidated damages, unless extension of time is agreed upon without the application of liquidated damages

8.12 Liquidated Damages

The Bank will consider the inability of the bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the SI. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the 2FA Solution) by the SI.

Installation will be treated as incomplete in one/all of the following situations:

- Non-delivery of any component or other services mentioned in the order
- Non-delivery of supporting documentation
- Delivery/Availability, but no installation of the components and/or software
- No Integration
- System operational, but unsatisfactory to the Bank

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.

8.13 Confidentiality

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

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

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

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

- (a) Relates to the Disclosing Party; and
 - (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
 - (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by the Bank with the bidder to host Banks equipments at the site.
 - (e) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.
 - (f) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.
1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

2. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
3. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
 - Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
 - a. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. The restrictions in the preceding clause shall not apply to:

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

8.14 Force Majeure

1. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the bidder and not involving the SI's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
3. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform SI's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. In such a case the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations in an endeavor to find a solution to the problem.

8.15 Resolution of disputes

1. The Bank and the supplier bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and

the SI, any disagreement or dispute arising between them under or in connection with the contract.

2. If the Bank project director and bidder project director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the bidder and Bank respectively.
3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the bidder and Bank, the Bank and the bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
4. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai. The language of arbitration shall be English only.
5. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
6. This tender document shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, shall it find it expedient to do so.

8.16 Exit option and contract re-negotiation

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - a. Failure of the successful Bidder to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract;
 - b. Delay in delivery beyond the specified period;
 - c. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by the Bank. (60 days will be construed as the notice period)

2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the SI.
3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder shall continue to provide the facilities to the Bank at the site.
5. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder shall perform a reverse transition mechanism to the Bank or its selected Bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / Bidder nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of Bidders Bank will nominate a System Integrator who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services.
6. The reverse transition services to be provided by the Bidder shall include the following:
 - a. The bidder shall continue the services as it is, till the complete solution by another bidder is accepted by the Bank
 - b. The bidder shall ensure that there is no expiry of licenses for any servers, storage and solution as a whole
7. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.
8. Warranties:
 - a. All the warranties held by or in the name of the Bidder shall be assigned or transferred as-is, in the name of the bank. The Bidder shall execute any and all such documents as may be necessary in this regard.
 - b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
 - c. The Bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
 - d. The Bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the Bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the Bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.

9. The cost for reverse transition if any shall be part of the commercial offer.
10. During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new Bidder to take over and continue to manage the services. The bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exist of the parties.
11. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
12. The Bank and the bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
13. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected Bidders as would be required in the event of transition to another solution.

8.17 Corrupt and fraudulent practices

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

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

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

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

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

8.18 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

8.19 Violation of terms

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

8.20 Termination

1. The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the SI.
2. The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - b. The bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
3. The bidder shall have right to terminate only in the event of winding up of the Bank.

8.21 Effect of termination

1. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
2. Same terms (including payment terms) which were applicable during the term of the contract shall be applicable for reverse transition services
3. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. In case the bank wants to continue with the SI's facility after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the SI.
4. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force

on or after such termination. Continuing the services at the existing terms until the alternate solution is available or maximum 6 Months whichever is earlier.

4. Non-Disclosure Agreement

Bidders must comply with all clauses mentioned in the Non-Disclosure Agreement (NDA). No changes to the NDA are allowed. The NDA must be executed on the bidder's Company letterhead. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA) must sign the NDA. The format of NDA is enclosed as Annexure 14.

5. Disclaimer

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

6. IT ACT

The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect. The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

7. Aadhaar ACT 2016

The Successful bidder must comply to Aadhaar Act 2016 and subsequent amendment as and when made.

Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers

has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

For Respondent only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) i.e. Government Organization/PSU/ limited Company or a partnership firm and no other person or organization.

Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Costs Borne by Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

No legal relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

Recipient obligation to inform itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

Evaluation of offers

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

Acceptance of terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

8. RFP Response term

8.1 Requests for information

The bidders are required to direct all communications for any clarification related to this RFP, to the Bank officials as mentioned in Section 1 of this document and in writing. All queries relating to the RFP, technical or otherwise, must be in writing only. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Bank will not answer any communication initiated by respondents later than five business days prior to the due date for lodgment of RFP response. However, Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents. Bank may in its sole and absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

8.2 Notification

Bank will notify the Respondents in writing as soon as practicable, but not later than 10 working days from the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

8.3 Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status etc will be a disqualification.

8.4 Timeframe

The timeframe for the overall selection process will be as mentioned in this RFP in section 1:"Invitation to the Tender"

The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process.

The time schedule will be strictly followed. Interested parties should adhere to these timelines. However, the bank reserves the right to change the aforementioned timelines.

8.5 Adaption of Integrity Pact

- 3.8.1 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.
- 3.8.2 Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
- 3.8.3 The Bidders shall submit signed integrity pact as per Annexure 13 along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
- 3.8.4 Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- 3.8.5 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.
- 3.8.6 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.
- 3.8.7 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.
- 3.8.8 Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 3.8.9 The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

<p>Shri. Nilmoni Bhakta Address - A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A, Nerul, Navi Mumbai, 400706 Email - nilmoni.bhakta@gmail.com</p>	<p>Shri. Madan Lal Sharma Address - K-23, JangpuraExtention New Delhi Email - ml.sharma1965@yahoo.com</p>
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Annexure 1 – Security Specifications

Solution must not store / capture any customer related data other than those allowed by the bank. The said solution should provide an MITM (Man in the Middle) proof simultaneously and mutually authenticated (Multi Factor Authentication) channel of communication.

Solution should support defining and creating multiple user roles (e.g. system administrator, operations, etc.) and groups (Executive, Business, IT etc.) thereby providing defined access to users.

The said solution will be installed in the premises/network authorized by the bank and has to abide by the information security policy, procedure and guidelines defined by the bank.

Following security features should be adhered by the proposed solution:

Sr no	Features	K/ B	Fitment (FC/ PC/ HC)	Remark
1	Identity Protection			
	The solution should support multifactor authentication namely what you know and what you have.	K		
	User identity should always be bound to computing device identity.	K		
	The computing device identity should not be replicable and should be unique in nature.	K		
	The solution should involve simultaneous mutual authentication (E.g. 2 way SSL or better) schemes between client and server.	K		
	Solution should support out of band authentication	K		
	Solution should support multilevel authentication (e.g. user id/ password, Challenge/ Response etc)	K		
2	Channel Protection			
	End-to-end Encryption (E2EE): End-to-end encryption (E2EE) encrypts plain text data at source with knowledge of the intended recipient, allowing the encrypted data to travel safely through vulnerable channels (e.g. public networks) to its recipient	K		
	Establishment of secure channel only after mutual authentication	K		

Sr no	Features	K/ B	Fitment (FC/ PC/ HC)	Remark
	The solution should provide MitM (Man in the Middle) proof channel of communication	K		
	Solution should ensure that the data being transmitted is not revealed in clear at any point in time to any network element.	K		
	Solution should ensure that the access device cannot connect to any other server in bank's premise except the banking server.	K		
	Solution should not rely on browser helper objects/ active x control/ applets for communicating authentication data to back-end as there are numerous security vulnerabilities found in such add-ons.	K		
3	Device Binding			
	This is critical feature envisaged by the bank where the solution should be able to assign a unique identity to each device which is accessing its enterprise resources in terms of application, data or interfaces.	K		
	Such identity should not be replicable or reproducible	K		
	The solution should be capable of binding such device identity to user identities whereby users should be only able to access the resources from their authorized machines.	K		
	Solution should be capable of blacklisting computing devices.	K		
	Solution should be capable of white-listing computing devices.	K		
4	External Attack Protection			
	Protection from Phishing : Fraudulent acquisition of sensitive information of Bank's customers such as usernames, passwords etc. by masquerading as a trustworthy entity in an electronic communication.	K		
	Protection from Pharming : Redirection of Bank's customer traffic	K		

Sr no	Features	K/ B	Fitment (FC/ PC/ HC)	Remark
	to another, bogus website using one or multiple fraudulent techniques (Ex: - DNS poisoning, changing hosts file entries in user's PC etc.)			
	Protection from Man-in-the-Middle Attack (MitM): A form of active eavesdropping in which the attacker makes independent connections with the victims and relays messages between them, making them believe that they are talking directly to each other over a private connection when in fact the entire conversation is controlled by the attacker.	K		
	Protection from Replay Attack : A Replay Attack is a breach of security in which messages from an authorized user who is logging into an Application are captured by an attacker and resent (replayed) at a later time.	K		
	Protection from Registration Hijacking : The act of fraudulently registering on behalf of the authentic Internet Banking user at the time of registration of the token (first-time use).	K		
5	Application Protection			
	Solution should not require the bank's applications/ interfaces to be exposed on the network. (e.g. if the user needs to access the application over internet such application/ interface should not be carry any static IP address or host name which is visible on internet)	K		
	The solution should form the first line of defense against all the attack vectors originating on the network.	K		
6	Administration			
	Solution should provide easy to use web-based administrative panel	K		
	Admin panel should have facility to blacklist, white list computing devices	K		
	Admin panel should provide for bulk enrollment facility of users.	K		

Sr no	Features	K/ B	Fitment (FC/ PC/ HC)	Remark
	Admin panel should have capability of resetting/ un-enrolling the users with ease.	K		
	Admin panel should have enhance user management features such as group creation, group enrollment, group settings etc	K		
	Configuration facility should be given to add multiple applications from admin panel	K		
	Solution should produce detail audit trail including but not limited to userid, computer, ip address, resource being accessed with Urls, timestamp, login time etc.	K		
	Solution should be able to produce various event based reports such as enrollments, un-enrollments, logins, unsuccessful logins etc.	K		

Annexure 2 – Scenario Specific Requirement

Sr no	Features	K/ B	Fitment (FC/ PC/ HC)	Remark
1	Secure access to bank applications			
	Solution should be capable of granting permission to access various applications based on user profile.	K		
	The solution should have feature of white listing of users and applications to provide secure access.	K		
	Solution should be capable of providing secure encrypted access over LAN/WAN/internet for users to access applications.	K		
	Solution should support secure access to internet banking to customers from desktop and mobile (Similar to MahaSecure)	K		
	User must be able to perform Internet Banking using the solution from any place i.e. Home computer, Office computer, Cyber café etc.			
	Solution should support secure remote access for web and thick client applications including ability to support RDP for employees and Bidders/partners	K		
2	Secure Mobile applications			
	Solution should be able to integrate with Banks existing mobile applications to provide multifactor authentication, MITM proof and end to end encrypted channel of communication, device binding,	K		
	Solution should be able to integrate with Banks existing mobile applications to provide malware detection	B		
	Enhancements in the existing bank app must not change existing user interface of the app. The new version of the app shall be provided to users as an update to existing app.	K		

Sr no	Features	K/ B	Fitment (FC/ PC/ HC)	Remark
3	Omni-channel transaction authorization			
	The solution should enable the users to authorize Login/ transaction only from authorized device primarily using push notification. The solution should also have OTP and call facility as fallback.	K		
	The authorization request along with complete audit trail should be maintained on the server.	K		
	There should be easy to use device binding flow such that users should be able to bind their devices via self-service mechanism.	K		
	The authorization request should contain meaningful details such as nature of transaction, amount, time, origination of request etc.	K		
	The solution should have feature of white listing.	K		
	Solution should be available on all mobile platforms.	K		

Annexure 3 – Technical Specifications

Sr no	Features	K/ B	Fitment (FC/ PC/ HC)	Remark
1	The solution should be proposed for 5,00,000 Internet / Mobile Banking users.	K		
2	The proposed solution must support scalability to add additional 25,00,000 users without discarding existing setup.	K		
3	The Solution proposed should be provided with High availability within the primary site and replication between primary site and DR site.	K		
4	The solution proposed should be provided with Active-passive model at DR site	K		
5	The two factor authentication mechanism should be integrated with existing application and network.	K		
6	All activities at admin console should have an audit trail of all logon attempts and operations. Confidential Logs should be tamper proof. Tools should be provided to check the integrity of logs. The solution must provide a means to log all transactions, and must support standard reporting packages for generating reports on activities.	K		
7	Capability to maintain comprehensive Audit logs of user access to defined resources.	B		
8	Inbuilt features for Customized reporting based on configurable parameters (Like user, time etc.)	B		
9	The solution should be browser and OS independent.	K		
13	There should be synchronization between DC and DR.	K		

Sr no	Features	K/ B	Fitment (FC/ PC/ HC)	Remark
14	Solution must support the authentication at the time of pre login, user login as well as transaction authentication.	K		
16	The 2 FA solution should have dedicated authentication server to manage all authentication.	K		
17	Authentication Server should support any SMS gateway Bidder using http protocol.	K		
18	The Bank may choose to enable Digital Signatures for transactions and documents in the future to provide other valuable business services like secure delivery of eBills, eStatements and eDocuments or digital signing of forms and documents. The proposed solution must support the use of the same credentials for digital signature of User transactions.	K		
19	The 2FA solution should provide unlimited scalability, ease of use and low latency to avoid degrading application or network performance.	K		
20	Solution should tightly integrate with Bank's BANCs24 and existing Internet Banking application.	K		
21	The Solution should support emergency access capabilities by sending OTP over SMS /Email/ IVR	K		
22	Solution must include policy-based fined grained user control and access to resources including privileged accounts with audit trail on the systems proposed.	K		
23	It is required that Logs are captured to provide user and server activity reports for a defined time period.	K		

Sr no	Features	K/ B	Fitment (FC/ PC/ HC)	Remark
24	Support for encrypted communication between the components including the primary and failover servers with Encryption keys shall be rolled over automatically and all key management can be scheduled	K		
25	The 2FA Authentication Solution should support all leading platforms including Windows and multiple flavors of UNIX on the server side and database servers including Oracle, SQL Server and DB2.	B		
30	The solution should provide a set of SDK to allow collection of device characteristics from popular mobile handsets like, Android, iPhone.	B		
31	Transaction monitoring should happen on pre-login, Login and Post login transaction on the internet/Mobile banking system	K		
32	The authentication mechanism should support authentication mechanisms like challenge questions.	K		
35	The solution must have capability to deliver out of the band authentication.	K		
36	Proposed Solution should have a mechanism to support multiple authentication methods under in a single deployment	K		
37	The solution should have mechanism built to interface with other systems in the future and should provide updates to include newer authentication mechanisms	B		
38	All events should be logged and be available to support investigation related to fraud incidents and other uses.	K		

Sr no	Features	K/ B	Fitment (FC/ PC/ HC)	Remark
39	The solution should provide specific mechanisms to detect false positives so as to maximize user experience using the new authentication mechanisms	B		
40	The solution should require minimum customization for integration with the bank systems	B		
42	Should provide a web based module for monitoring and configurations which is accessible real time by various Bank users based on job responsibilities. For example; <ul style="list-style-type: none"> • System admin • Fraud Analyst • Customer Service at Bank Call Centre 	K		
43	The solution must support multiple applications and environments, including Web-based customer facing applications, which must include Bank's internet banking application for net-banking, Mobile applications and other solutions that bank may deploy for various channels.	K		
44	Solution must provide easy interface for designing, testing (offline and online/simulation) and deploying customized rules / policies. Ability to run rules in a simulation mode to monitor the effect of a rule without actually applying it. Ability to simulate the effect of each new rule before being applied to production thereby allowing to fine-tune until the optimal result is "achieved"	B		

Sr no	Features	K/ B	Fitment (FC/ PC/ HC)	Remark
45	Proposed Solution should be capable of integrating with the Incident and Threat management module of Governance, Risk and Compliance module, Which bank might deploy in the future	K		
46	Proposed Solution should have the capability to integrate with Security operation center (SOC) of the bank.	K		
47	The solution architecture should be based on web services technology to ensure future interoperability and simpler integration with future applications	B		
48	The Solution should be providing PKI. The Solution should enable digital signatures in Internet Banking for corporate customers or High Value transactions	K		
49	The user's password must not be stored on the user's device.	K		
50	The user's certificate encrypted with his password shall be stored in his device only.	K		
51	The token should not insert itself into any form for authentication. An intermediate manual step shall be there while reading the token into any application.	K		
52	The token should be tamper proof with strong tamper-resistant features such as tamper-evident cases and software/hardware designed to resist alteration	K		
53	The token must not be able to be duplicated and the shared secret should be closely guarded	K		
54	Solution must provide out-of-band authentication via e-mail and mobile	K		

Sr no	Features	K/ B	Fitment (FC/ PC/ HC)	Remark
55	The One Time Password (OTP) OR Push notification based authorization should be sent at the time of beneficiary maintenance and at the time of Funds transfer also. The OTP entered by the user should be authenticated before allowing user to proceed further. The password should be sent in encrypted form through network.	K		
56	The solution shall support authentication mechanisms such as PKI based token, User ID/ Password/ Q and A (challenge response) , OTP, RADIUS, out-of-band OTP, Push notification based authorization, any other custom authentication scheme.	K		
59	Capability to create groups and provide reports based on additional information of users captured.	B		

* Knockout (K)/ Business Critical (B)

Annexure-4: - Proforma of letter to be given by all the Bidders participating in the 2FA Project on their official letterheads.

To

The General Manager
Information Technology & Operations
Bank of Maharashtra
Head Office,
Lokmangal, Shivaji Nagar,
Pune - 411005

Sir,

Sub: RFP for End-to-End Implementation and Maintenance of Two Factor
Authentication Solution

Further to our proposal dated XXXXXXXX, in response to the tender Document issued by Bank of Maharashtra (“**Bank**”) we hereby covenant, warrant and confirm as follows:
The soft-copies of the proposal submitted by us in response to the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

Annexure 5: Eligibility criteria compliance for RFP for Two Factor Authentication

Sr No	Description of Eligibility Criteria	Complied (Yes or No)	Support Document required
1	The Bidder should be a Registered Company in India under the Companies Act, 1956 and shall be in existence for the last five years..		Certification of Incorporation
2	The Bidder should have a minimum turnover of Rs. 50 crores per year in the last three financial years i.e 2015-2016, 2016-2017 and 2017-2018*. This must be the individual Company's turnover and not that of any group of Companies.		Copy of the audited Balance Sheet
3	The Bidder should be a profitable company or have a positive net worth in at least two years during last 3 financial years. (2015-16, 2016-2017, 2017-18)		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant
4	The Original Equipment Manufacturer (OEM) should have ISO 9000 / ISO 9001/ ISO 27001 or equivalent certification for Design & manufacturing of equipment's. Enclose necessary certificate.		Requisite Compliance Certificate
5	The bidder should have executed orders for implementation of 2FA based Solution to any Banks / Insurance Company / Government Organizations / Financial Institutions in India. Necessary certificates to that effect from the organization should be enclosed.		Relevant supporting documents like customer credentials/ Purchase Order along with proof of order execution.
6	Bidder should have implemented proposed 2FA solution in at least two scheduled Commercial bank in India with Internet Banking customer base not less than 500000.		Credential letter from respective organization be submitted.
7	Proposed solution/product should have undergone third party penetration testing / ethical hacking tests.		Audit report regarding same with compliance thereof / Any supporting document establishing the compliance
	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 / An undertaking to this effect is to be submitted by the bidder.
	The bidder should comply to the "Adoption of pre contract Integrity Pact" Clause as per Annexure 13.		Integrity Pact Agreement should be submitted on Rs. 500 Stamp Paper.

			The agreement should be signed by authorized official of the bidders firm with company seal on every page.
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Annexure 6 : Commercial Bid

Part – 1 Summary of Costs

Sr No	Particulars	Amount
A	Application Cost	
1	2 FA Application cost	
2	Other supporting Applications Cost (Middleware, Database, Web & Others)	
3	Total Application Cost - A	
B	Implementation Cost	
4	Implementation of 2 FA Solution (Including Migration)	
5	Implementation of Other supporting Applications (Middleware, Database, Web & Others)	
6	Total Implementation Cost - B	
C	Software ATS Charges (For 5 Years)	
7	ATS for 2 FA Application	
8	ATS for supporting Applications (Middleware, Database, Web & Others)	
9	Total Software ATS Charges - C	
D	Facility Management Charges (For 5 Years)	
10	L1 Resource Charges	
11	L2 Resource Charges	
12	Total FM Charges (for 5 Years) - D	
E	Hardware Cost (Optional) including 3 years Warranty	
13	Hardware / Appliance cost for DC	
14	Hardware / Appliance cost for DR	
15	Total Hardware Cost (Optional) - E	
F	AMC Cost for Hardware for 4th & 5th Year	
16	AMC for Hardware at DC	
17	AMC for Hardware at DR	
18	Total AMC Cost for Hardware for 4th & 5th Year - F	
Grand Total (A to F)		

Part -A

A - Application Cost						
Sr No	Particulars	DC-Qty	DR-Qty	Total Qty	Rate	Amount
1	2 FA Application Cost					
2						
3						
Sub-Total A.1						
Other supporting applications						
1						
2						
3						
Sub-Total A.2						

Part -B

B - Implementation Cost						
Sr No	Particulars	DC-Qty	DR-Qty	Total Qty	Rate	Amount
1	2 FA Application Cost					
2						
3						
Sub-Total B.4						
Other supporting applications						
1						
2						
3						
Sub-Total B.5						

Part – C

C - ATS Cost											
Sr No	Particulars	DC- Qty	DR- Qty	Total Qty	Rate	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1	2 FA Application Cost										
2											
3											
Sub-Total C.7											
Other supporting applications											
1											
2											
3											
Sub-Total C.8											

Part -D

D - Facility Management Charges													
Sr No	Particulars	Total Qty	Year 1		Year 2		Year 3		Year 4		Year 5		Total
			Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	
1	L1 Resource	4											
2	L2 Resource	1											
Sub-Total D.10													

Part – E

E- Hardware Cost				
Sr No	Particulars	Qty	Rate	Amount
Data Center				
1				
2				
3				
4				
5				
6				
7				
Sub-Total E.13				
Sr No	Particulars	Qty	Rate	Amount

DR				
1				
2				
3				
4				
5				
6				
7				
Sub-Total E.14				

Part -F

F - Hardware AMC						
Sr No	Particulars	Qty	Rate	Year 4	Year 5	Total
Data Center						
1	2 FA Application Cost					
2						
3						
4						
5						
6						
7						
Sub-Total F.16						
DR						
1						
2						
3						
4						
5						
6						
7						
Sub-Total F.17						
F - Hardware AMC						

Annexure 7: Covering Letter

Date

To,

General Manager

Information Technology & Operations

Bank of Maharashtra

Head Office,

Lokmangal, Shivaji Nagar,

Pune - 411005

Dear Sir,

1. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this tender and also to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of Tender (Commercial Bid) opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter shall be on the letterhead of the Bidder duly signed by an authorized signatory)

Annexure 8: Queries on the Terms & Conditions, Services and Facilities provided:

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

All the queries must be submitted in the format given below only. The queries not submitted in the given format or not within the time lines will not be accepted.

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				

Dated:

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Annexure 9 : Technical Bid Table of Contents

Section #	Section Heading	Proforma Given
1.	Eligibility Criteria	Annexure 5
2.	Covering Letter	Annexure 7
3.	Vendor Information	Annexure 12
4.	Bid Security Form	Annexure 10
5.	Executive Summary	
6.	Technical compliance and Offer Descriptive	Annexure 2 and 3
7.	Detailed Methodology for providing Security Services using the 2FA	Annexure 1
8	Pre Contract Integrity Pact	Annexure 13
9	Non Disclosure Agreement	Annexure 14
10.	Proforma letter to be given by the bidder	Annexure 4
11.	Masked Commercial Bid (without commercials)	Annexure 6
12.	Query format / Comments on Terms and conditions and Terms of reference	Annexure 8
13.	Any other Information as requested in the tender document	

Dated:

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Annexure 10: BID SECURITY FORM

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)

(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

TO:

**General Manager
Information Technology & Operations**

Bank of Maharashtra
Head Office,
Lokmangal, Shivaji Nagar,
Pune - 411005

WHEREAS _____ (hereinafter called “the Bidder”) has submitted its bid dated _____ (*date of submission of bid*) for Implementation and Maintenance of 2FAnre in response to Bank of Maharashtra’s Request for Proposal (RFP) No. _____ (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE _____ (*name of bank*) of _____ (*name of country*) having our registered office at _____ (address of bank) (hereinafter called “the Bank”) are bound unto Bank of Maharashtra (hereinafter called “the Purchaser”) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____ , 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - (a) fails or refuses to execute the mutually agreed Contract Form if required; or
 - (b) fails or refuses to furnish the Performance Bank Guarantee, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof shall reach the Bank not later than the above date.

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. 5,00,000/- (Rupees Five Lakhs only) only.

Place :

SEAL

Code No.

SIGNATURE.

NOTE:

1. BIDDER SHALL ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.

ANNEXURE – 11: VENDOR INFORMATION

Sr No	Information Required	Particulars/Response
1	Name of the bidder/ Company Name	
2	Date of Incorporation / Registration (enclose certificate of incorporation and certificate of commencement of business)	
3	Constitution of the bidder i.e., Limited Company, Private Limited Company, Partnership, Sole Proprietorship, or any other type	
4	Bidder's Registered address	
5	Bidder's Corporate address	
6	Name(s) of partner(s), if applicable	
7	Address(es) of partner(s), if Applicable	
8	Name(s) of the authorized executive(s)	
9	Turnover for last three years (Year wise turnover)	2015-16 2016-17 2017-18
10	Profit & Loss for last three year [Net Profit/Loss(-)]	2015-16 2016-17 2017-18
11	<p>Name of the Banks served with number of years of service: Monthly average number of transactions currently being handled for each Bank (Bank-Wise) Also mention number of users as on date and initially.</p> <p>Scope of work/service delivered.</p> <p>(Attach certificates from the Bank as documentary evidence to the above statement)</p>	
12	E-mail address(es) of authorized representative(s)	
13	Phone nos. of authorized representative(s)	
14	Fax nos. of authorized representative(s)	
15	<p>Escalation Matrix:</p> <p>Level - 1 Level – 2 Level – 3</p>	

Annexure 13 – PRE CONTRACT INTEGRITY PACT

(To be executed on RS 500 Stamp Paper)

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2018, between on one hand, Bank of Maharashtra through authorized official Shri _____, Information Technology Department, Bank of Maharashtra (hereinafter called the "BUYER", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER:

- 1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

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

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

COMMITMENTS of BIDDERS

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

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

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

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

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

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

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is

committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
- 5.1.1. Demand Draft 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 entitle the BUYER to take all or any one of the following actions, wherever required :-
- 6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
 - 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

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

8. Independent Monitors:

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

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

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

8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions:

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

12. Validity:

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

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

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

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

(Office Seal)

BIDDER
CHIEF EXECUTIVE OFFICER
(Office Seal)

Place _____

Date _____

Witness:

1

(Name & Address) :

2

(Name & Address) :

Witness:

1

(Name & Address) : _____

2

(Name & Address) : _____

Annexure – 14 : NON-DISCLOSURE AGREEMENT

(On Stamp Paper of relevant value)

This Confidentiality cum Non -disclosure Agreement is entered into at _____ on this day _____ of _____ 2018, between Vodafone Ltd a company within the meaning of Companies Act, 1956, having its Registered Office at _____ (herein after called “Bidder”) and Bank of Maharashtra, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 1501, ‘LOKMANGAL’, Shivaji nagar, Pune – 411 005 (herein after referred to as 'BOM' or “Bank”).

The Bidder and BOM would be having discussions and negotiations concerning the establishment during continuance of a business relationship between them as per Agreement dated _____ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnesseth:

- 1 Proprietary Information: As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.
- 2 Confidentiality
 - a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.

- b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.
3. Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:
- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
 - (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
 - (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.
4. Limit on Obligations : The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:
- a) Is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
 - b) Is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
 - c) Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
 - d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
 - e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.
5. Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement,

business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

6. Communications: Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

MIS _____ (BOM) Attn : _____ Attn-----

7. Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for 2 years following the term of the Agreement dated _____.

- a. Nothing herein contained shall be construed as a grant by implication, estoppels, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

8. Damages: The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

9. Miscellaneous:

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assignees
- c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s _____

Authorized Signatory

Shri _____

Designation _____

Shri _____ Designation _____

Annexure 15 : Undertaking of Information Security

(This letter should be on the letterhead of the bidder 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 End-to-End Implementation and Maintenance of Two-Factor Authentication Solution

We hereby undertake that the proposed Two Factor Authentication Solution 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:

Bidder's Corporate Name Address

Email and Phone

Annexure 16 : FORMAT - COMPLIANCE AGREEMENT (on bidders company letterhead)

We communicate our unconditional acceptance to the following terms and conditions of RFP 092018

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 102018 for the Two Factor Authentication Solution 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 debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

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

Name:

Designation

Organization

Place

Date

Signature