

**Appendix 04 – Bid Undertaking Letter**

To

Deputy General Manager

Date DD-MM-YYYY

HRM Department

Bank of Maharashtra

Lokmangal

1501, Shivaji Nagar,

Pune

Maharashtra - 411005

Dear Sir,

**REF:** Your RFP No.: 192014 dated 08/10/2014

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

1. Having examined the tender documents including all annexures and appendices, 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 organization in conformity with the said tender documents in accordance with the Bill of Materials and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by the offer validity for 180 days from date of submission of our bid 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. The number of HRMS licenses, self-service portal, database and OS offered covers all employees of Bank of Maharashtra as per the RFP requirements. The license allows the employees of Bank of Maharashtra to perform any operational role and can access all functionalities of the system. The right to allow, restrict or limit the use of the any functionality would be at Bank of Maharashtra's control and discretion.
6. We have also quoted the HRMS licenses for all the ex-officers (retired employees) of the Bank.
7. We have quoted for all items as requested by Bank of Maharashtra in the RFP and stand committed to deliver to the highest standards and quality as required by Bank of

Maharashtra to meet the timelines of the project. Our bid submission is in line with the requirements of Bank of Maharashtra as stated in the RFP.

8. We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
9. We are completely aware of the Service Level requirements and timelines specified by Bank of Maharashtra and are committed to adhering to the same. We have also clearly taken note of the service level requirements of Bank of Maharashtra and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
10. 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"
11. We undertake that we have not have been blacklisted by any Government department/PSU/PSE/Bank in India
12. We have clearly understood Bank of Maharashtra's requirements and wish to confirm that we abide by the terms and conditions of the RFP and addendums issued thereafter.
13. We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to Bank of Maharashtra's discretion. We also confirm and understand that for all other errors which we have made in the bid, Bank of Maharashtra for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment of such amounts would be completely according to Bank of Maharashtra's discretion.
14. We confirm that we will provide the best of our resources and the people proposed by us will be dedicated to Bank of Maharashtra for the sake of resource continuity. Further, we also confirm that Bank of Maharashtra may interview the key resources proposed by us and confirm their acceptability. In any event if a resource is found unfit by Bank of Maharashtra we agree to change the same and provide Bank of Maharashtra with a replacement within reasonable time so as to not affect the services/project timelines.
15. We confirm and understand that Bank of Maharashtra has an aggressive rollout schedule and we will adhere to the rollout schedule at no additional cost/burden to Bank of Maharashtra.
16. We confirm that all the proposed solution components are compatible and interoperable with each other and the HRMS solution will meet the functional and technical requirements of the Bank.
17. We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
18. We wish to confirm that we have back-to-back arrangements from all the OEMs for the sizing (including CPUs, Memory, Cache, Hard Disk), prices and service level commitments. We would be responsible and committed to ensure that the sizing is adequate and service levels as required by Bank are met and adhered. In case the hardware sizing is found to be inadequate and does not meet the SLA then the

hardware upgrades, if any, will be provided without any further additional cost or burden to Bank than what has been specified by us in our commercial bid documents.

- 19. We will be the single point of contact/reference to Bank of Maharashtra. Bank of Maharashtra will enter into agreement with us only. Our consortium partners confirm that they are willing to enter into back-to-back agreement that is in conformity with the deliverables and other service/uptime commitments we make to Bank of Maharashtra as per the RFP. If requested we will share the copy of the back-to-back agreement with our consortium partner to Bank of Maharashtra.
- 20. We agree that Bank is not bound to accept the lowest or any Bid the Bank may receive.
- 21. We certify that we have provided all the information requested by Bank in the format requested for. We also understand that Bank has the exclusive right to reject this offer in case Bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....20

Authorised Signatory

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

(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)