

RFP Reference No. 122018

REQUEST FOR PROPOSAL (RFP)

FOR

**IMPLEMENTATION OF CENTRALISED KYC REGISTRY (CKYCR)
SOLUTION**



**Bank of Maharashtra
Head Office, 'Lokmangal'
1501, Shivaji Nagar
Pune-41005**

Cost of RFP Document: Rs. 20000/-

GST on Cost of RFP Document: Rs. 3600/-

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1. INVITATION

Bank of Maharashtra invites sealed RFP offers (Technical Bid and Commercial Bid) from eligible service providers having a proven ability to Supply, Installation, Implementation, Customization, Testing, Training, Onsite Support and Integration of Central KYC Registry (hereinafter referred to as CKYCR) Solution for Bank. Bank needs to integrate CKYCR portal of CERSAI, Govt. of India with proposed solution through STP using digital signature. The required solution should be installed at Bank's Primary Site (PR) and Disaster Recovery (DR) Site simultaneously and the bidder is responsible to make DR with sync for the proposed application and database at any point of time. The Bidder should be an OEM or authorized partner or System Integrator, having project team members and support personnel competent enough to install, configure, customize, maintain, training and support the proposed solution.

A complete set of RFP documents may be purchased by eligible bidder upon payment of a non-refundable fee of Rs.23600/- (Rs. Twenty Three Thousand Six Hundred only) (Rs 20000.00 being the cost of tender document + GST @ 18%). The Demand Draft is to be drawn in favor of "Bank of Maharashtra" payable at Pune.

The copy of RFP document may be obtained from below mentioned address on all working days in person.

**The Deputy General Manager,
Operations,
Information Technology Department
Bank of Maharashtra, Head Office,
"Lokmangal" III Floor, 1501, Shivajinagar, Pune 411 005.**

The RFP document may also be downloaded from Bank's website www.bankofmaharashtra.in. The service providers downloading the RFP document from Bank's website must pay the cost of the RFP document, in a separate cover, at the time of submission of the bids. **In order to attend the Pre-Bid meeting, the bidder has to submit the cost of tender document at the time of pre-bid meeting itself. Bidder will not be eligible for attending the Pre-Bid meeting without paying the cost of the Tender Document.**

Bid Collection and Submission:

RFP Reference Number	
Cost of RFP document	Rs 23600/- (Rs Twenty Three Thousand Six Hundred Only) (Rs 20000 + GST @ 18%)
Earnest Money Deposit (EMD) amount	Rs.10,00,000/- (Rs.Ten Lakh Only)
Date of commencement of sale of RFP document	06/07/2018
Last Date of Sale of RFP Document	27/07/2018 upto 14.00 hrs
Queries to be mailed by	16/07/2018 upto 17.00 hrs
Pre-Bid meeting with Service Providers	18/07/2018 at 15.00 hrs
Date and time for Bid Submission (Soft copy and	27/07/2018 upto 14.00 hrs

hard copy)	
Date of Opening of Eligibility Bid and Technical Bids	27/07/2018 upto 15.30 hrs
Place of opening of RFP Offers	The Deputy General Manager, Operations, Information Technology Department, III Floor, Head Office, Bank of Maharashtra, 1501, 'Lokmangal', Shivajinagar Pune-411005
Address for Communication	As Above
Contact Telephone/ Fax Numbers	020 - 2561 4381
Email address	hemant.mundhe@mahabank.co.in ankita.singh@mahabank.co.in payel.ghosh@mahabank.co.in
Website	www.bankofmaharashtra.in

All RFP offers must accompany Earnest Money Deposit (EMD) as specified in this RFP document. The cover containing EMD amount should be handed over with Technical Bid. The EMD should be paid through Demand Draft/ Bank Guarantee issued by a Scheduled Commercial Bank, favouring Bank of Maharashtra, payable at Pune.

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

Technical Specifications, Terms and Conditions and various formats for submitting the RFP offer are described in the RFP document and its annexure.

General Manager
Information Technology & Operations
Pune

2. INTRODUCTION

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, The Head Office of the Bank is at 1501, Shivajinagar, Pune – 411005

The Bank has over 1857 branches/ offices including branches across the length and breadth of the country. In the state of Maharashtra, the bank has 1100 plus branches, the largest network of branches by any Public Sector Bank in a state. The Bank has over 20 million customers served through 100% Core Banking branches in 29 states and 2 union territories.

The purpose of RFP is to invite proposals from experienced Service Providers of repute and credentials for Supply, Installation, Implementation, Customization, Testing, Training, Onsite Support and Integration of Central KYC Registry (hereinafter referred to as CKYCR) Solution for Bank.

2.1 Disclaimer

This Request For Proposal document ('**RFP document**' or **RFP**) has been prepared solely for the purpose of enabling Bank of Maharashtra ('**Bank**') for **IMPLEMENTATION OF CENTRALISED KYC REGISTRY (CKYCR) SOLUTION**

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.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

2.2 Information Provided

The RFP document contains statements derived from information that is believed to be 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 employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document. Neither Bank nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the RFP document.

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 terms and conditions as this original

2.3 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**”) and no other person or organization.

2.4 Costs Borne by Respondents

All costs and expenses incurred by Recipients / Respondents 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.

2.5 No Legal Relationship

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

2.6 Recipient Obligation to Inform Itself

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

2.7 Evaluation of Offers

Each Recipient acknowledges and accepts that Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of organization, 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 contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Recipient. The Recipient acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

2.8 Errors and Omissions

It is understood, acknowledged and agreed that while this RFP includes specific requirements and specifications for the Work, the Bank shall not be held liable for any errors or omissions in any part of the Bid Document. While the Bank has used considerable effort to ensure an accurate representation of information in the Bid Document, the information contained in the Bid Document is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Bank, nor is it necessarily comprehensive or exhaustive. Nothing in the Bid Documents is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Bid Documents.

There will be no consideration of any claim, after submission of Bids, that there is a misunderstanding with respect to the conditions imposed by the Contract.

If a Proponent finds discrepancies in, or omissions in the bid document, or is in doubt as to their meaning, the Proponent shall notify the Designated Official in the Bank, who reserves the right, for any reason to issue a written addendum/ corrigendum to Proponents at any

time prior to the Bid closing. Addenda/ corrigenda issued during the RFP period shall be construed as part of RFP.

The Bank will assume no responsibility for oral instructions or changes.

2.9 Acceptance of Terms

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

2.10 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 the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be 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 the Bank or any of its customers or suppliers without the prior written consent of the Bank.

3. RFP RESPONSE TERMS

3.1 RFP Closing Date

RFP Response may be received no later than 27/07/2018 upto 14.00 hrs

3.2 RFP Submission

Only one submission by each Bidder to this RFP will be permitted. Each response has to be submitted as hard copy and as a soft copy on CD. The Bidder will submit the response only in the manner detailed herein. A submission in a different manner, including a submission through Email, will not be accepted by the Bank and will be summarily rejected.

It should be noted that in case of any discrepancy in information submitted by the Bidder in hard copy and soft-copy, the hard-copy will be given precedence. However, in case of non-submission of any hard copy document and if the same is found submitted in the soft-copy, Bank reserves right to accept the same at its discretion.

The Bidders should submit their Bid along with required EMD, Annexures, Certificates and other required documents in sealed envelopes in the following manner:

- a) Eligibility Bid –The Hardcopy and Softcopy on CD of the Eligibility Documents should be submitted in a sealed envelope super-scribed as:

“ELIGIBILITY BID for RFP Ref: 122018 for

IMPLEMENTATION OF CENTRALIZED KYC REGISTRY (CKYCR) SOLUTION

SUBMITTED BY (Bidder’s Name)”

- b) Technical Bid – The Hardcopy and Softcopy on CD prepared towards the response of

Technical Bid should be submitted in a separate second envelope super-scribed as:

“TECHNICAL BID for RFP Ref: 122018 for

IMPLEMENTATION OF CENTRALIZED KYC REGISTRY (CKYCR) SOLUTION

SUBMITTED BY (Bidder’s Name)”

- c) Commercial Bid – Hardcopy & Softcopy on CD for the Commercial Bid should be in a separate sealed envelope super-scribed as:

“COMMERCIAL BID for RFP Ref: 122018 for

IMPLEMENTATION OF CENTRALIZED KYC REGISTRY (CKYCR) SOLUTION

SUBMITTED BY (Bidder’s Name)”

Please Note that Prices must not be indicated in the Technical Bid but should only be indicated in the Commercial Bid failing which the Bid may be rejected.

- ▶ All the envelopes should indicate clearly the name, address, telephone number, E-mail ID of the bidder.
- ▶ All hardcopies of the bid must be spirally bound and serially numbered.
- ▶ The hardcopies of the bid (all documents and Annexures submitted as a part of bid or called for by the RFP) must be duly signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory.
- ▶ The bid will be treated as legally void and will be rejected if:
 - i. Bid is not signed by the duly authorized person or
 - ii. Bid submitted is unsigned or partially unsigned or
 - iii. An image of signature found pasted on pages instead of wet signature or
 - iv. Scanned bid is submitted

By submitting a signed bid, the bidder’s signatory certifies that in connection with this RFP:

- ▶ The bidder’s organization or an agent of the bidder’s organization has arrived at the prices in its bid without consultation, communication or agreement with any other Bidder or with any competitor, with a view to restrict competition,
- ▶ The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder’s organization or by any agent of the bidder’s organization, directly or indirectly, to any other Bidder or to any competitor.
- ▶ No attempt has been made or will be made by the bidder’s organization or by any agent of the bidder’s organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition

3.3 Late RFP Policy

RFP received after the specified time and date will not be considered.

3.4 Cost of RFP Document

Bidder has to submit demand draft for Rs. 23600/- (Rupees Twenty Three Thousand Six Hundred Only) including GST, issued by any Scheduled Commercial Bank in India, in favour of the 'Bank of Maharashtra', payable at Pune towards cost of this RFP document. This is non-refundable.

3.5 RFP Validity Period

RFPs will remain valid and open for evaluation according to their terms for a period of at least 180 days from the time the RFP submission process closes on the deadline for lodgment of RFPs.

3.6 Requests for Information

Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact person i.e.

**The Deputy General Manager,
Operations,
Information Technology Department
Bank of Maharashtra, Head Office,
"Lokmangal" III Floor, 1501, Shivajinagar,
Pune 411 005.**

All questions relating to the RFP, technical or otherwise, must be in writing only to the Nominated Point of Contact.

Bank will not answer any communication initiated by Respondents later than five business days prior to the due date for lodgment of RFPs. However, Bank may in its absolute discretion seek, but is 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 contact number/email address (es) as responses to queries will only be provided to the Respondent via email.

If Bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

Bank, if required, may negotiate with L1 bidder.

3.7 Notification

Bank will notify the Respondents in writing as soon as practicable 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.

3.8 Disqualification

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

4. PURPOSE OF RFP

The Bank intends to engage a Service Provider to Supply, Installation, Implementation, Customization, Testing, Training, Onsite Support and Integration of Central KYC Registry (hereinafter referred to as CKYCR) Solution for Bank. Bank needs to integrate CKYCR portal of CERSAI, Govt. of India with proposed solution through STP using digital signature. The required solution should be installed at Bank's Primary Site (DC) and Disaster Recovery (DR) Site simultaneously and the bidder is responsible to make DR with sync for the proposed application and database at any point of time. The Bidder should be an OEM or authorized partner or System Integrator, having project team members and support personnel competent enough to install, configure, customize, maintain, training and support the proposed solution.

5. DETAILED SCOPE OF WORK

Bank proposes to procure application software to capture the KYC details of new / legacy account of individual and legal entities as per the template of CKYCR and check with the database of CKYCR and upload to CERSAI (CKYCR) portal in case the record does not exist already. CKYCR is a centralized repository of KYC records of customers in the financial sector with uniform KYC norms and inter-usability of the KYC records across the sector with an objective to reduce the burden of producing KYC documents and getting those verified every time when the customer creates a new relationship with a financial entity. The details of functional requirements and required technical specifications to implement the solution at Bank are to be submitted as per Annexure 10 attached herewith.

The scope of work includes following but is not limited to:

- 5.1 The main scope is implementation of enterprise wide web based application for Bank to manage KYC records of new and existing customers of Bank by fetching required details from CKYCR & Bank's CBS via Straight Through Processing-STP and allowing the users of Branch to fill the gap data to meet the requirements of CKYCR template.
- 5.2 Supplying Hardware and Servers and licenses is not under this RFP scope however the bidder should specify the configurations of required Hardware, Operating System and Database for installing the proposed application at Bank's DC and DR site clearly.
- 5.3 The bidder should either provide the source code itself with necessary documentation or arrange to keep it under escrow arrangement
- 5.4 Closure of all VAPT / IS AUDIT observation for the proposed setup & within time frame stipulated by Bank without any additional cost to the Bank.
- 5.5 Data capturing page of proposed solution given for branch users should validate PAN and Aadhaar number from NSDL and UIDAI sites and same facilities to be available for other OVDs in public domain as and when they become available.

- 5.6 The proposed solution should be capable of fetching data and required attachments from CKYCR and pre fill the data entry screen of branch while on boarding the customer / modifying the existing customer profile.
- 5.7 The licenses for the proposed solution should be enterprise wide and there should not be any restrictions in issuing licenses based on no. of users, no. of branches, no. of channels integrated, no. of uploading / downloading documents or transactions or files and asset size of Bank etc.
- 5.8 The system should be capable of capturing data of new / legacy account of individual and legal entities as per template of CKYCR.
- 5.9 The Proposed solution should be capable of scanning and uploading customer documents such as photo, proof of identity, signature and proof of address into the application electronically with CKYCR system and auto setting has to be configured such as photo should be in color and passport or other Official Valid Documents - OVD will be as per the CERSAI specifications of CKYCR.
- 5.10 The system should check the names of customers with the data base of Central KYC Registry, as per bank's requirement.
- 5.11 If any value of particular field as per CKYCR template is not available in Bank's Core Banking Solution, the branch user will fill the required additional details in the proposed solution. So the proposed application should have sufficient data entry / upload module to accept the gap data for a single / multiple customers at a time.
- 5.12 The Proposed solution should be capable to identify De-duping of customer at the time of on boarding.
- 5.13 The Proposed solution should be capable of uploading data to CKYCR server and downloading data from CKYCR server.
- 5.14 The Proposed solution should be capable of bulk uploading/downloading of required information and documents to CKYCR server in the compressed format as per the prescribed format of CKYCR.
- 5.15 The Proposed solution should support for scheduling bulk upload / download activities as per bank's requirement with all integrated systems via Straight Through Processing - STP. The customization in the proposed solution for any such activities in future has to be done within ATS cost only.
- 5.16 The Proposed solution should be capable of downloading customer data/document based on unique ID given by CKYCR of the customer/legal entities without human intervention (integrate with Bank's in house software / Core Banking Solution /Existing KYC AML system as per the Bank's requirement.
- 5.17 The Proposed solution should be capable of providing an interface to search through API on CERSAI platform to check whether the required CKYC is present in CERSAI database or not.

- 5.18 The Proposed solution should have built in ETL tool to extract, transform and load data from Bank's in house software / Core Banking Solution / Existing KYC AML system for further process on daily basis.
- 5.19 The Proposed solution should be capable of capturing any future field or requirement by CKYC Registry, Regulators or Banks, from time to time.
- 5.20 The Proposed solution should be capable of sending the information as per the escalation matrix for non-uploading of document or information in stipulated time given by CKYCR to different levels as per Bank's requirement.
- 5.21 The Proposed solution should be capable of providing details to Bank and other monitoring authorities for progress/pendency of the work of screening/scrutiny of the work under correspondence with the field functionaries.
- 5.22 The Proposed solution should be capable of maintaining proper history of uploading of customer data.
- 5.23 The Proposed solution should be capable of receiving notification/deficiency from CKYCR and will give email to respective branch/user under copy to administrator/RO user/CO user.
- 5.24 The Proposed solution should be capable to give SMS/email alert to respective customer whose notification comes to the branch. It should have a workflow and all interaction with www.ckycindia.in or the CKYCR system should happen through secure FTP and SSL. Bank's SMS and Email Gateway details will be disclosed separately with Successful Bidder.
- 5.25 The proposed solution should integrate with CKYCR system using single Server Class –III Certificate. So there should be no need to procure digital signature branch wise even if the solution is used by multiple branches.
- 5.26 Branches should be able to login through separate user-id and password or Single Sign On using Bank's Active Directory / Lightweight Directory Access Protocol (LDAP) or both. System should allow the users to add or modify based on maker checker or as per configured workflow by Bank official. System should allow configuring the work flow by admin user of the Bank.
- 5.27 System should digitally sign the zip folder before upload as per requirements of CKYCR.
- 5.28 System should place all files on SFTP (Secure File Transfer Protocol) and it should be capable of reading responses automatically.
- 5.29 The activities of every user in workflow should be logged by the system automatically for each record and the same should be maintained.
- 5.30 As and when the new requirements arise from verticals/CKYCR, system should be capable of providing the necessary dashboards like probable match, New Customer, Notification Management and Replicate Modification etc.

- 5.31 System should download the details from CKYCR only when details are not available locally.
- 5.32 The Proposed solution should be capable to send the data back to Bank's Core Banking Solution / in-house system / Existing KYC AML System / Bank's middleware which is received from CKYCR System.
- 5.33 The proposed solution should not allow to re upload the KYC details of a customer to CKYCR system, if it is already uploaded earlier by system until or unless any change identified in the existing profile.
- 5.34 The Proposed solution should be capable to show Zone Wise/ Region Wise/Branch wise no. of pending, uploading and even uploaded in CKYCR as per bank's requirement.
- 5.35 The Proposed solution should be capable to generate reports in multiple formats – PDF, CSV, DOC and XSL/XLSX. User can configure the columns and print settings - header, footer etc.
- 5.36 End users should be capable of scheduling the report generation by specifying the frequency / timings in the proposed solution.
- 5.37 The proposed solution should be in a position to do an age-wise analysis and provide a report in the system to view pending for uploading at a summary level, like no. of documents outstanding, no. of days pending in descending order as per bank's requirement and the same can be communicated through automated e-mail also on daily basis as alert.
- 5.38 The proposed system should be able to generate MIS reports as per Bank's requirement.
- 5.39 The proposed solution should have the ability to delete or modify or remove the configured workflows, if they become redundant or obsolete as per bank's requirement and there should be sufficient logs for every action.
- 5.40 The proposed solution should have ability to integrate and pick up images from other application such as CBS (Core Banking Solution), DMS (Document Management System), Tabulous Banking, FI Gateway, Banking Correspondent / Bank Mitra's Solution, Business Facilitator (BF) and online account opening system / Internet Banking etc. data as per bank's requirement.
- 5.41 The proposed solution should be capable of identifying multiple Customer Information Form (CIF)'s of a single customer on parameters like Date of Birth, PAN Number, Aadhaar Card, Driving License, Voter Card etc.
- 5.42 The proposed solution should be capable to generate and send letter of pending uploading and pending notification received from CKYCR to branches under copy to respective Regional Offices/Zonal Office through email.
- 5.43 The proposed solution should be capable of using existing scanners available at branches as per description of CKYCR uploading requirement.

- 5.44 The proposed solution should be capable of uploading or downloading of data/document easily from remote branches having variable bandwidth over lease line/VSAT/ISDN/WI-MAX.
- 5.45 The proposed solution should be capable of storing customer data and photograph as per bank's requirement.
- 5.46 Any other features that may be required by CKYCR authorities to meet the objective and are missed to mention here should also be assumed a part of the scope of the solution and the same should be incorporated in the System without any cost to Bank.
- 5.47 The proposed solution should be able to retrieve data as per CKYCR or Bank or Regulator's requirement.
- 5.48 Detailed process documentation, Standard Operating Procedures and management of solution should be created and submitted to Bank before project signoff.
- 5.49 The successful bidder has to provide 24x7 onsite support to Bank.
- 5.50 For TCO calculation, cost of ATS for 1 year has been considered and same rate will be fixed for further 4 years.
- 5.51 Bidder should provide 1 year on-site warranty and adequate support to bank.
- 5.52 On-site Support of an engineer to be provided. In case of absence of the designated support engineer, replacement should be provided immediately
- 5.53 Training to the Bank's project team and the user team. Training must cover both classroom and hands on sessions. Necessary training material and documents must be provided to the participants. The training program should be of 2 batches of maximum 25 participants each at Pune or Mumbai. Trainers cost to be borne by the bidder and Bank will provide the classroom and other facilities.

5.54 Infrastructure

The Vendor needs to size the infrastructure (hardware, Operating System, Database and other related software) for the solution based on the volume and the growth indicated in the Annexure 11 – Technical Requirement and propose the same as part of their technical bid submission. Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor.

However the complete implementation, maintenance and support of the Centralized KYC Registry Solution shall be part of the scope of the vendor.

As part of the technical proposal the vendor needs to provide complete Centralized KYC Registry Solution details. The vendor must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

The Application & Database should be sized for Active- Active cluster at DC & Active-Active cluster at DRC so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

Vendor needs to accordingly provide as part of the technical solution the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements. The details should include.

List of Operating Systems (OS) and Databases (DB) on which the solution is compatible along with licensing details of the OS and DB for the complete solution (Including installations and replication at DC and DR).

1. Details of redundancy and security setup
2. Application architecture along with a detailed diagram including the infrastructure setup.
3. Implementation procedure / road map.
4. Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the Bank's redundancy requirement.

The Vendor is responsible to arrive at the sizing independently based on the volume and the growth indicated in the Annexure 10 – Technical Requirement. The Bank is not responsible for any assumption made by the Vendor with respect to the sizing. In the event the sizing proposed by the Vendor does not meet the performance / service levels of the Bank the Vendor will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the vendor the required additional expenses which Bank may incur on account of such upgrades / replacements.

Enterprise license on proposed Solution (Centralized KYC Registry Solution)

The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations. The Vendor will supply, implementation, maintain and support the complete Centralized KYC Registry Solution.

6. SERVICE LEVELS AND UPTIME GUARANTEE

The bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP. The bidder therefore agrees and undertake that an exit resulting due to expiry or termination of Contract under this RFP or for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, and only after completion of the Service Provider's obligations under a reverse transition mechanism. During this period of Reverse Transition, the Service Provider shall continue to provide the Deliverables and the Services in accordance with the contract under this RFP and shall maintain the agreed Service levels. The Bank shall make payment for these services as per terms.

The Bank expects that the successful bidder to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Service Provider.
- The Service Provider should have 24X7 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite / offsite) for the complete contract period.
- **Service Provider to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.**

Service Provider will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage -	100% less Downtime Percentage
Downtime percentage -	Unavailable Time divided by Total Available Time, calculated on a monthly basis.
Total Available Time –	24 hrs per day for seven days a week excluding planned downtime
Unavailable Time -	Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.0% =< A < 99.5 %	2% of cost of monthly maintenance charges
98.5% =< A < 99%	5% of cost of monthly maintenance charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly maintenance charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the Monthly Maintenance Charges and thereafter, Bank has the discretion to cancel the contract. If Service Provider materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Pune in favour of Bank of Maharashtra for the same within 15 days from the notice period from the Bank.

Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.

- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.5%), as measured on a monthly basis.

7. PAYMENT TERMS

The Service Provider must accept the payment terms proposed by the Bank. The commercial bid submitted by the Service Provider 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 Service Provider, in case of delays or defaults on the part of the Service Provider. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the Service Provider in the price bid against such activity / item. The payment will be released as follows:

b) Implementation Cost

No advance payment will be made against the purchase order.

No Octroi/ Entry Tax will be paid after the payment of final installation

S No.	Milestone	Payment
1	On successful installation and customization of Solution	25%
2	On UAT signoff and training	25%
3	After 3 months of Successful Go live	40%
4	After a period of 1 year from Go live or against furnishing a performance Bank Guarantee of a Scheduled Commercial Bank (other than Bank of Maharashtra) for the equal amount	10%
5	Total	100%

c) AMC / ATS – Will be Payable quarterly in arrears against submission of physical invoice and receipt of satisfactory service report for the quarter from the Bank's Project / Operations Manager

d) Onsite Support Charges – Payable quarterly at the end of each quarter against submission of physical invoice and receipt of satisfactory support report of previous quarter from the Bank's Project / Operations Manager.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the Service Provider.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the Service Provider within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

8. DELIVERY & DOCUMENTS PERIOD

The Centralized KYC Registry Solution must be implemented as per project scope within a period of 45 days in totality from the date of placing of purchase order by the Bank. However the solution needs to be rolled out in phases as directed by the Bank to the Service Provider.

In case the deadlines are not met then the Service Provider will have to pay penalty to Bank of Maharashtra @ 1% of implementation cost inclusive of all taxes, duties, levies etc., per

week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5%. If delay exceeds two weeks from due date of implementation, Bank reserves the right to cancel the entire order.

Any deliverable that has not been implemented or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

Successful bidder to submit the following deliverables –

- Complete Roll Out plan
- System Requirements Study (SRS) Document
- Complete architecture of the solution
- Details of customizations done & Project Schedule on completion of SRS
- Sizing of hardware
- User Acceptance test plan and test cases
- User and System Manuals
- Training
- Delivery of the Complete CKYC solution

9. ELIGIBILITY CRITERIA

To qualify for submission of the bid, each Service Provider must meet all of the following pre-qualification criteria in their Technical Bid so as to get eligible for technical evaluation :-

- 9.1 The Bidder submitting the offer must be a company/firm incorporated / registered in India and should be operating for the past 5 years in India as on 31/03/2018. Copy of the “Certificate of Incorporation/ registration” should be submitted.
- 9.2 The Bidder should have minimum annual turnover of Rs.10 Crores from its Indian Operations, during the last three financial years (2015-16, 2016-2017 & 2017-2018). This must be individual Company’s turnover and not that of any group of Companies. If any agent/ distributor/ re-seller/ Channel partner is making the offer, then the turnover criteria is applicable to their turnover and not to the principal. Audited Balance Sheet and P/L Statements and certificate from the Auditor should be submitted. In case the Audited Balance sheet for FY 2017-18 is not available, provisional Balance Sheets duly certified by the auditors should be submitted.
- 9.3 The bidder should have Net Profit during last three financial years i.e. 2015-16, 2016-2017 & 2017-2018. Audited Balance sheet and Profit/Loss statement of the firm and certificate from the Auditor should be provided. In case the Audited Balance sheet for FY 2017-18 is not available, provisional Balance Sheets duly certified by the auditors should be submitted.
- 9.4 The bidder should have been in the domain of providing CKYC software solution for 2 years and should have implemented the CKYC software solution in at least 2 Scheduled Commercial Banks. Copy of Purchase Orders and Experience Certificate from the Banks should be submitted.

- 9.5 The bidder should also have satisfactory track record of service support rendered by then as judged by the Bank/s. Copy of the certificate clearly mentioning satisfactory track record should be submitted.
- 9.6 The bidder must have support offices in Pune & Mumbai.
- 9.7 The Service Provider should have never been blacklisted / barred/ disqualified by any regulator/ statutory body. A self declaration certificate should be enclosed as per Annexure 4
- 9.8 Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Tendering Authority. A Self-declaration Certificate should be enclosed as per Annexure 4
- 9.9 Bidders other than the developer must submit a letter of authority from their developer that they have been authorized to quote on behalf of the developer.

Vendor must comply with the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

9.10 **Adoption of Integrity Pact:** (Integrity Pact as per **Annexure 19** to be submitted on Rs. 500 Stamp Paper).

- 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.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
- The Bidders shall submit signed integrity pact as per **Annexure 19** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- 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.
- 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.
- 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.

- 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.
- 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, Jangpura Extention New Delhi Email - ml.sharma1965@yahoo.com</p>
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Note:

'Banks' means Banks in India only and does not include Cooperative banks and Regional rural banks

- The bidder needs to comply with all the eligibility criteria mentioned above. Non-compliance to any of these criteria would result in outright rejection of the bidder's proposal.
- The bidder is expected to provide proof for each of the points for eligibility evaluation.
- All credential letters / agreements should be appropriately bound, labelled and segregated in the respective areas.
- There is no restriction on the number of credentials a bidder can provide.
- Any assumptions made by the bidder's in response to this RFP will be at their own risk and cost. The Bank will not be liable for any such assumptions / representations made by the bidder. The Bank's assumptions and decision will be final.

10. EVALUATION CRITERIA & METHODOLOGY

Responses from Bidders will be evaluated in THREE stages, sequentially, as below

Stage A. Eligibility criteria evaluation will be done as detailed under **Section 10.1** in this document.

Stage B. Technical Evaluation consisting of reference site visits, presentation by Bidder and other technical parameters will be done as detailed under **Section 10.2** in this document.

Stage C. Techno-commercial Evaluation will be done as detailed under **Section 10.3** in this document.

The three stage evaluation shall be done sequentially on knock-out basis. This implies that those Bidders qualifying in Stage A will only be considered for Stage B and those who qualify in Stage B will only be considered for Stage C.

Please note that the criteria mentioned in this section are only indicative and the Bank, at its discretion, may alter these criteria without assigning any reasons. Bank also reserves the right to reject any / all proposal (s) without providing any specific reasons. All deliberations and evaluations performed by Bank will be strictly confidential and will be

maintained as property of Bank exclusively and will not be available for discussion to any Bidder of this RFP.

10.1 Stage A – Evaluation of Eligibility Criteria

The Bidder will meet the eligibility criteria mentioned in this section individually. Bank will evaluate the Bidders on each criterion severally and satisfy itself beyond doubt on the Bidder’s ability/ position to meet the criteria. Those Bidders who qualify on ALL the criteria will only be considered as “Qualified under Stage A” of evaluation and will be considered for evaluation under Stage B.

Those Bidders who do not qualify at this Stage A will not be considered for any further processing. The EMD money in respect of such Bidders will be returned only after completion of the RFP process. Bank, therefore, requests that only those Bidders who are sure of meeting all the eligibility criteria need to respond to this RFP process.

Evaluation of Eligibility criteria will be as per the information provided in Annexure 6 and relevant supporting documents.

10.2 Stage B - Technical Evaluation

The technical bid submitted by the Bidder will be evaluated only if they fulfil the eligibility criteria i.e. qualify through stage A. The technical bid evaluation will be done on a total score of 100. The bidder needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. Further the vendor must score a minimum of 85% compliance in Functional and Technical Specifications compliance. Even if the vendor meets the 70 mark cut-off and does not meet this criterion of 85% compliance, the vendor would have deemed not to be meeting the RFP Functional and Technical requirements.

The proposal evaluation will be based on the evaluation matrix consisting of the following parameters.

Criteria	Evaluation Parameters	Sub Score
The number of implementations completed (in last 2 years)**	For each implementations	2
	Maximum Marks	10
Technical Specifications compliance	As per Technical specification requirement given in Annexure 10	30
Presentation	Evaluation on the following parameters: <ul style="list-style-type: none"> • Quality of Presentation (Max Marks – 5) • POC (Scenario will be provided by Bank to the eligible bidder (Max Marks – 10) • Scalability – Future (Max Marks – 5) 	20
Site Visit	Reference sites where similar implementation has been done will be visited by Bank Team	10

Technical Criteria as per Technical Specification (Annexure 10 - Functional Scoring Sheet)	Demonstration of in-depth understanding of the Bank project requirements through the submitted technical proposal. The Technical / Functional features as part of Technical Requirement is available as part of the present solution or needs to be customizable. Demonstration at Bank end	30
Total Marks		100

****Copies of Purchase order/ Client reference to be provided**

The minimum qualifying aggregate technical score (ATS) for Stage B will be 70% of total score for the technical evaluation. Only those vendors who qualify through the Stage B - Technical evaluation stage will be short listed for opening of commercial offer.

In the event only one vendor qualifies or none of the vendors qualify, then the bank at its discretion may choose to award the contract to the qualified vendor or waive criteria to select more than one vendor complied with most of the eligibility, functional, technical criteria as prescribed by the Bank.

Also the bank may, at its sole discretion, decide to seek more information from the Bidders in order to normalize the bids. However, Bidders will be notified separately, if such normalization exercise is resorted to.

10.3 Stage C – Techno Commercial Evaluation

1. Bank seeks the Bidder to quote a common / single quote as per the Commercial Offer Format, Annexure - 12
2. The Final “Bid Score” resulting from “Techno-Commercial Evaluation” shall be the basis for identification of a single vendor. The Bidder will provide the commercial offer in the format provided in Annexure 12. Bank reserves the right to reject any commercial offer not provided in the specified format.

The final evaluation Bid score will be calculated as per the following formula

Bid Score = [(Lowest Bid/ Bidder’s Bid) x 40%] + [(Aggregate Technical Score(ATS) of the Bidder/ Highest Aggregate Technical Score (ATS) among all Bidders) x 60%]

The “Bid Score” resulting from “Techno-Commercial Evaluation” shall be the basis for identification of Bidders. The Bidder obtaining the highest final score will be ranked as “H-1”. Similarly, Bidders with second & third highest final scores will be ranked as “H-2” and “H-3” and so on.

11. INSTRUCTION TO BIDDERS

11.1 Two Bid System RFP

The Technical Bid (along with Eligibility Bid) and commercial bid must be submitted at the same time in separated sealed envelopes, giving full particulars, at the Bank’s address given below, on or before the schedule date given above. Envelopes containing Technical

and Commercial Bid together, should be securely sealed and stamped in another envelope. Information brochures should be distinctly separated from the other documents by way of separator sheets and submitted in an orderly and neatly bound manner.

Important: The eligibility credentials, financial reports & service information brochures shall be distinctly separated by separator sheets and the technical bid shall be submitted in an orderly and neatly bound manner

Bank's address
The Deputy General Manager, Operations, Information Technology Department Bank of Maharashtra, Head Office, "Lokmangal" III Floor, 1501, Shivajinagar Pune 411 005.

Following three officers have been authorized to accept the RFP documents

1. Mr. Hemant Mundhe
2. Ms. Ankita Singh
3. Ms. Payel Ghosh

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

Type of Offer (Technical/Commercial)

RFP Reference Number

Due Date

Name of Bidder

All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company. Letter of authorization from competent authority be produced along with the proposal.

The bidder will also submit copy of the RFP document along with Corrigendum/s, Addendum/s, if any, duly stamped and signed on each page by the authorized official of the bidder's company.

Envelope-I (Technical bid along with softcopy):

The Technical bid should be complete in all respects and contain all information asked for **except prices**. The TECHNICAL BID should include all items asked for in the document. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. **A photo copy of original Commercial offer with prices duly MASKED be submitted along with the Technical Bid.** Bank reserves the right to reject any bid submitted without masked commercial.

Envelope-II (Commercial Bid):

The commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A photo copy of the commercial bid duly masking the prices is to be submitted along with the Technical Bid.

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

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

Sealed envelope containing Technical bid should be super scribed “**Technical Bid for Implementation Of Centralised Kyc Registry (CKYCR) Solution**” and envelope containing Commercial Bid should be super scribed “**Commercial Bid for Implementation Of Centralised Kyc Registry (Ckycr) Solution**”. Both the envelopes should be kept in one envelope super scribed on top “**RFP for Implementation Of Centralised Kyc Registry (Ckycr) Solution**” addressed to the Bank clearly indicating .Service Provider’s address and contact details.

Technical proposals will be evaluated based on the following criteria:

- Conformation to pre-qualification criteria.
- Compliance of terms and conditions stipulated in the RFP duly supported by certified documentary evidence called for therein.
- Submission of duly signed compliance statement as stipulated in Annexure Details / Brochures containing data center infrastructure facilities are to be enclosed.
- Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

Bank reserves the right to reject an offer under any of the following circumstances:

- a) Bid security is not submitted.
- b) Document fees are not paid, if required.
- c) Offer is incomplete and/or not accompanied by all stipulated documents.
- d) Offer is not in conformity with the terms and conditions stipulated in this document.
- e) Specifications stipulated in Annexure-I0 is not met. However, deviations resulting in higher/superior configuration will be accepted.
- f) Unpriced Commercial Offer is not submitted along with Technical Offer.
- g) Format of Commercial Offer differs from unpriced commercial Offer.

11.2 Earnest Money Deposit

Bidders are required to submit along with the offer a Demand Draft / BG (DD valid for three months & Bank Guarantee which is valid for including 45 days after the period of bid validity, drawn in favor of Bank of Maharashtra , for an amount of Rs.10.00 lakh (Rupees Ten lacs only) towards Earnest Money Deposit (EMD). Offers made without E.M.D. will be rejected. **Bank will not pay any interest on the E.M.D.** The bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or any other Scheduled Commercial Bank acceptable to Bank of Maharashtra. The format of BG is enclosed. The Bid Earnest Money will be refunded to the un-successful bidders only after the completion of the bid process.

11.3 Forfeiture of Earnest Money

The EMD will be forfeited on account of one or more of the following reasons:

- a) The Bidder withdraws his RFP before processing of the same.

- b) The Service Provider withdraws or modifies the offer after opening of bid but before acceptance of “Letter of Appointment” issued by the Bank
- c) The selected bidder withdraws his RFP before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- d) When the Service Provider does not execute the agreement if any, prescribed within the specified time.
- e) When the Service Provider does not deposit the security money after the work order is given.
- f) When the Service Provider fails to commence the work as per work order within the time prescribed.
- g) if the bidder violates any of the provisions of the terms and conditions of this RFP specification

In case of un-successful bidder, EMD will be released after only after completion of RFP process.

11.4 Terms & Conditions

Terms and conditions for bidders who participate in the RFP are specified in the section called “Terms and Conditions”. These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful bidder(s) on the outcome of the RFP process.

11.5 Non- Transferable Order

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

11.6 Pre- Bid meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Conference meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach in writing or by e-mail on or before 16/07/2018 by 16:00 hours on the address as mentioned below. All the queries of the vendor would be addressed in the scheduled pre-bid meeting only. The clarifications given in the Pre-Bid meeting will be uploaded on the bank’s website.

**The Deputy General Manager,
Operations,
Information Technology Department,
Head Office,
Bank of Maharashtra,
1501, Lokmangal, Shivajinagar
Pune-411005**

Email: hemant.munde@mahabank.co.in;
ankita.singh@mahabank.co.in;
payel.ghosh@mahabank.co.in,
manisha.sharma@mahabank.co.in
agmoperations@mahabank.co.in

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

11.7 Opening of Offers by Bank of Maharashtra

RFPs received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the RFP on the specified date and time as mentioned earlier in the RFP document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. **A copy of the authorization letter should be brought for verification.**

12. PROPOSAL FORMAT AND SUBMISSION PROCEDURE

Each individual Service Provider has to necessarily fulfill the eligibility criteria stipulated and the terms of two bid system should be strictly adhered to. The Service Providers will have to go through two stages of process viz.

Stage -1 Technical Assessment based on eligibility criteria and documents submitted.

Stage -2 Opening of Commercial Bid.

Service Providers have to qualify in Stage 1, to be eligible for consideration for Stage 2.

13. TERMS AND CONDITIONS

13.1 Period of Contract

The period of contract shall be for **5** year from the date of execution of SLA.. There shall be no increase in the contracted price during the said period of 5 years. Service provider will continue to provide the services on the existing terms & conditions for five years and will be liable for any breach and discontinuity in the services. Service Provider will continue to provide the services on the same terms and conditions till execution of new contract. The contract may be further renewed depending on the satisfactory services of the Service Provider and at Bank's discretion and on mutually agreed terms Bank may annually review the performance of the service provider and if the performance is not found satisfactory, bank reserves the right to terminate the contract.

13.2 Liquidated Damages

If successful bidder fails to deliver any or all of the service(s)/ systems or perform the services within the time period(s) specified in the RFP/ contract/ Agreement, the Bank shall, without prejudice to its other rights and remedies under and in accordance with the RFP/ Contract/ Agreement, levy Liquidated Damages (LD) from the payments due to the successful bidder.

For calculation of LD, during implementation :

- i. The contract price for calculation of LD is TCO excluding AMC/ ATS charges and on-site support charges
- ii. The overall LD during implementation will be to a maximum of 10% of the contract value

- iii. LD for delay in completion of the Service(s) for each week of delay beyond the scheduled completion date or part thereof will be a sum equivalent to 1% of contract price per week. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% during implementation, Bank may consider termination of the contract or purchase order.
- iv. Part of week will be considered as full week.
- v. Bank can deduct the amount of liquidated damages from any money belonging to the successful bidder in its hands (which includes Bank's right to claim such amount against successful bidder's Performance Bank Guarantee) or which may become due to the successful bidder.
- vi. Any such recovery or liquidated damages shall not in any way relieve the successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.
- vii. Bank reserves the right to condone the delay, if it is not attributable to the successful bidder.
- viii. A penalty of Rs.10000/- per day will be levied for every downtime exceeding 6 hours due to software error

13.3 No Exit Cost

Bank may decide to give the contract to other service provider after the expiry of the contractual period, or if the contract is terminated for any reason. In such a scenario, service provider has to hand over all the Bank's records to the new service provider, without any extra cost.

13.4 Non Payment of Professional Fees

If any of the items/ activities in the commercial bid are not taken up by the Bank during the course of the assignment, the bank will not pay the professional fees quoted by the service provider in the price bid against such activity/item.

13.5 Assignment

Neither the contract nor any rights under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the service provider, and any such attempted sale, lease, assignment or otherwise/ transfer shall be void and of no effect without the advance written consent of the bank.

13.6 Adherence to Terms and Conditions

The service providers who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

13.7 Execution of SLA/NDA

The service provider should execute

(a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and

(b) Non-disclosure Agreement (NDA).

The selected service provider should execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order.

(c) Non-Disclosure Undertaking (NDU)

The vendor will have to submit NDU along with the acceptance of Letter of Intent. The format for the same will be shared with the selected bidder.

13.8 Bank reserves the right to

- Reject any and all responses received in response to the RFP
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time
- Extend the time for submission of all proposals
- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.

13.9 Professionalism:

The service provider should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

13.10 Adherence to Standards:

The service provider should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities

1. The Bank reserves the right to conduct an audit/ongoing audit of the services provided by the Service Provider. As per RBI guidelines, Bank shall be at liberty to share the agreement or the information as provided by the service provider to RBI or any other regulatory / statutory authority and also access to the books of account of the service providers.
2. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.
3. EXPENSES: It may be noted that Bank will not pay travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses. The price quoted should be all inclusive prices inclusive of expenses but exclusive of taxes and surcharges which will be billed on actuals.
4. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

13.11 Authorized Signatory:

The selected service provider shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

The selected service provider shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Bank Secretary, authorizing an official or Officials or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

13.12 Applicable Law and Jurisdiction Of Court:

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Pune .

13.13 Cancellation of Contract and Compensation:

The Bank reserves the right to cancel the contract of the selected service provider and recover expenditure incurred by the Bank on the following circumstances:

1. The selected service provider commits a breach of any of the terms and conditions of the bid/contract.
2. The service provider goes into liquidation voluntarily or otherwise.
3. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected service provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected service provider is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected service provider from any amount outstanding to the credit of the selected service provider, including the pending bills and/or invoking Bank Guarantee, forfeiture of EMD amount, if any, under this contract or any other contract/order.

13.14 Non-Disclosure Agreement

The bidder shall hold all information about this RFP and/ or information gathered about the bank through this process in strict confidence with the same degree of care with which the bidder protects its own confidential and proprietary information. The bidder shall restrict disclosure of the information solely to its employees on a need to know basis and advise those persons of their obligations hereunder with respect to such information:

- a) to use the information only as needed for the purpose solely related to this project.
- b) except for the purpose of execution of this project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information.

The bidder shall not disclose any information to parties not involved in delivery of services as specified in the scope of the work of this document and violation if any will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the bidder in any future RFP process of the bank.

Any information considered sensitive must be protected by the vendor from unauthorized disclosure or access. This clause will survive the expiration/ termination of the contract.

13.15 Indemnity

Bidder shall indemnify, protect and save Bank of Maharashtra against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc., or all information that the Bank could consider as "Confidential Information" or such other statutory infringements in respect of all the hardware/software/network equipment etc., supplied/ used by the bidder to perform the contract. Bidder shall also indemnify the bank for any loss, damages etc., caused to the bank by any act of commission or omission of the bidder. The bidder shall indemnify bank, it's officials, Director, Employees etc. against any claim of third party (Including attorney fees).

13.16 Performance Bank Guarantee

Within 15 (fifteen) days (inclusive of holidays) of date of Commencement & Acceptance, the successful Bidder shall furnish a performance bank guarantee for a period of 66 months from the date of acceptance to the Bank. Bank Guarantee for an amount of 10% of TCO should be submitted. The bank guarantees issued by any scheduled commercial bank other than Bank of Maharashtra is acceptable to the Bank.

13.17 Resolution of Disputes

Bank and the SI shall make every effort to resolve amicably, by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

If within thirty days from the commencement of such informal negotiations, the Bank and the SI have been unable to resolve amicably a contract dispute; the same may be referred for resolution through formal arbitration.

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 sole Arbitrator to be nominated by the Bank. 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 Pune.

13.18 Force Majeure

The service provider 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.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the control of the service provider and not involving the service provider'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.

If a Force Majeure situation arises, the service provider 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 service provider shall continue to perform his 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.

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 Contractor shall hold consultations in an endeavor to find a solution to the problem.

Notwithstanding the above, the decision of the Bank shall be final and binding on the service provider.

General Terms

- a) The Bank expects the vendor to adhere to the terms of this tender document and would not accept any deviations to the same.
- b) The Bank expects that the vendor appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- c) Unless agreed to specifically by the Bank in writing for any changes to the tender document issued the vendor responses would not be incorporated automatically in the tender document.
- d) Unless expressly overridden by the specific agreement to be entered into between the Bank and the vendor, the tender document shall be the governing document for arrangement between the Bank and the vendor.

14. RULES FOR RESPONDING TO THIS RFP

14.1 General

- a) All responses received after the due date / time as mentioned in in RFP would be considered late and would be rejected.
- b) All responses should be in English language. All responses by the selected vendor to this tender document shall be binding on such vendor for a period of 180 days after opening of the commercial bids
- c) All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the vendors and may be accepted by the Bank to form part of final contract between the Bank and the selected vendor. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information

provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

- d) The technical and commercial 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 commercial bids, and there is a possibility to award the same within a short duration, the vendor would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.
- e) Either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.
- f) 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.
- g) The bidder is required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the vendor 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.
- h) In case of discrepancy in soft copy and hard copy of the bids, the vendors agree that Bank can consider hard copy as final and it will be binding on the vendor. The Bank in this case may also reject the offer outright.
- i) Based on the Bank’s requirements as listed in this document, the vendor should identify the best-suited solution that would meet the Bank’s requirements and quote for the same. In case the vendor quotes more than one items against requirement and they have not specified which particular item quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the vendor is liable to be rejected. The vendor is expected to provide the best option and quote for the same.
- j) Vendor must furnish requirements as per the formats provided in the RFP document.
- k) In the event the vendor has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Vendor’s and responded to by the vendor, the same will be deemed to be provided by the vendor at no extra cost to the Bank.

- l) In the event the Bank has not asked for any quotes for alternative prices, and the vendor furnishes the alternative price in the vendor'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.
- m) In the event optional prices are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor 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 Vendor. The same item has to be supplied by the Vendor free of cost
- n) The Bank is not responsible for any assumptions or judgments made by the vendor for proposing and implementing the solution. The Bank's interpretation will be final.
- o) The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Vendor and responded by the vendors have been quoted for by the vendor, and there will be no extra cost associated with the same in case the vendor has not quoted for the same.
- p) All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the vendor to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- q) The vendor 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 solution etc. as mentioned in the tender document circulated by the Bank. Vendor shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.
- r) If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:
 - i. Bids submitted by holding company and its subsidiary
 - ii. Bids submitted by two or more companies having common director/s
 - iii. Bids submitted by two or more partnership firms / LLPs having common partners
 - iv. Bids submitted by two or more companies in the same group of promoters/management
 - v. Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

14.2 Price Bids

- a) The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful Bidders post completion of the technical evaluation
- b) The prices and other terms offered by bidder s must be valid and acceptable for period of 180 days from the opening of the commercial bid.
- c) The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actual. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). Though the equipment for CKYC Solution would be at Bank premises, or any location identified by Bank, bidder shall be responsible for the installation, implementation and acceptance testing and the ownership would not have transferred to Bank till the final acceptance and signoff. Hence the bidder will bear the risk of loss if any, till the ownership has passed to Bank. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- d) In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ excise, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidders proposal shall be passed on or adjusted to the Bank. 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. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies
- e) If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- f) 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 should 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 bidder ". Bidder should ensure that the project should not suffer for any reason.

- g) The Bank will consider the Total Cost of Ownership (TCO) over a five year period starting from date of purchase order and any residual payment during that period would be adjusted on a prorate basis.

14.3 Price Comparisons

- a) The Price offer shall be on a fixed price basis and should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actual. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- b) The successful bidder will be determined on the basis evaluation mentioned in Clause 4 above.
- c) The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder s should necessarily include the following:
 - d) Transportation, forwarding and freight charges of all equipment to the site;
 - e) Prices quoted by the Bidder should be inclusive of all taxes, duties and levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
 - f) The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
 - g) The Bidder must provide and quote for the product and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
 - h) End of Sales / End of support: The Bidder has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 year from the date of issue of purchase order. In the event if any equipment supplied by the bidder reaches end of support,

within the contract period from the date of supply, the bidder as to replace the equipment at no additional cost to the Bank.

14.4 Bid Security and Performance Guarantee

a) Bid Security / Earnest Money Deposit

1. Bidders are required to give an earnest money deposit of an amount as mentioned in Section 1 by way of Demand Draft drawn on Pune payable to “Bank of Maharashtra” or a Bank Guarantee of an equal amount issued by a Scheduled Commercial Bank (other than Bank of Maharashtra) located in India, which is valid for including 45 days after the period of the bid validity in the form provided in the RFP (Annexure 16). The Demand Draft should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Bank
2. Offers made without the Earnest money deposit will be rejected.
3. The amount of Earnest money deposit would be forfeited in the following scenarios:
 - i. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;
 - ii. In case the bidder refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
 - iii. In case the bidder fails to provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.

b) Performance Guarantee

1. The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as will be provided by the Bank to the selected bidder, to the extent of 10% of the total contract value for the entire period of the contract plus 6 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a Scheduled Commercial Bank, acceptable to Bank of Maharashtra only, other than Bank of Maharashtra.
2. In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the vendor should be included in the remaining amount of the contract value.
3. The Bank reserves the right to recover any dues payable by the selected vendor from any amount outstanding to the credit of the selected vendor, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
4. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the vendor, will be forfeited.

14.5 Others

1. The solution will be deemed accepted only after successful ATP and sign off from Bank’s identified Project Manager.
2. Responses to this RFP should 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 vendor 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.

3. By submitting a proposal, the vendor agrees to promptly contract with the Bank for any work awarded to the vendor. Failure on the part of the awarded vendor to execute a valid contract with the Bank will relieve the Bank of any obligation to the vendor, and a different vendor may be selected based on the selection process.
4. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the vendors. In the event the vendor is not willing to accept the terms and conditions of the Bank, the vendor may be disqualified. Any additional or different terms and conditions proposed by the vendor would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
5. The vendor 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 Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Vendor's inability to meet the established delivery dates or any other reasons attributing to the vendor then, that vendor will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
6. The vendor shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The vendor represents that the solution to be supplied in response to this RFP shall meet the proposed vendors requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the vendor at no additional cost to the Bank. The vendor also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the vendor of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the vendor to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
7. The Vendor shall represent that the solution provided 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 Vendor further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the solution and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Vendor represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the vendor for performance of the obligations of the vendor. The vendor further agrees 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 vendor.

8. 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 vendor. The Bank shall not be responsible for any judgments made by the vendor with respect to any aspect of the Service. The vendor 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 etc. as mentioned in this tender document.
9. The Bank and the vendor covenants and represents to the other Party the following:
 - i. It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
 - ii. 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.
 - iii. The execution, delivery and performance under an Agreement by such Party
 - a) Will not violate or contravene any provision of its documents of incorporation;
 - b) 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;
 - c) 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;
 - d) 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, should 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.
10. The vendor shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
11. The Bank would not return the bid documents to the Service Provider.
12. 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.

14.6 Changes to the Tender Document

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 including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all vendors about changes, if any.
2. The Bank may revise any part of the tender document, by providing a written addendum 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. The addendums, if any, shall be published on Bank's website only.
 3. The Bank reserves the right to extend the dates for submission of responses to this document.
 4. Vendors 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 and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document or through electronic mail; the preference for distribution would be with the Bank. The vendor, who posed the question, will remain anonymous.
 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 vendors and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
 6. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarification of their offer. The Bank has the right to disqualify the vendor whose clarification is found not suitable to the proposed project.
 7. No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. 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 Vendor, and / or to listen to any representations unless there is change in the terms and conditions of purchase
 8. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material. Corrections or alterations are not permitted in the offer.
 9. Price Discussion – It is absolutely essential for the Vendors to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful vendor in discussions on the prices quoted.
 10. Right to Alter– The Bank reserves the right to alter the requirements specified in the Tender. The Bank will inform all Vendors about changes, if any. The Vendor agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Vendor agrees that the prices quoted by the Vendor would be proportionately adjusted with such additions or deletions in quantities
 11. If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such vendors will not

- be short-listed for further evaluation. No further discussions shall be entertained with such vendors in respect of the subject technical bid.
12. There will be an acceptance test by the Bank or its nominated consultants after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the vendor should take back their equipment at their costs and risks. The test will be arranged by the vendor at the sites in the presence of the officials of the Bank and / or its consultants.
 13. Vendor 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 any laws including the Copyright Act, 1987 in respect of solution implemented by them in the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim. However, (i) the Vendor has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation.
 14. Undertaking on Information Security (Annexure 20) - The Vendor should furnish an undertaking on Information Security of Authenticity for the solution supplied. This undertaking from the vendor is on Information security as per regulatory requirement.
 15. The Vendor shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from the Bank. Neither this Tender nor the Vendor's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Vendor or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
 16. The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, -personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Vendor alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Vendor will make all required payments and deposits of taxes in a timely manner
 17. The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract / agreement, and the Bank shall not pay any additional cost for the same. The Vendor needs to provide with the details about all such items considered in the RFP

ANNEXURE – 1

BIDDER'S PROPOSAL LETTER

[Location, Date]

To

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

Dear Sirs,

We, the undersigned, offer to provide the services to Bank of Maharashtra in accordance with your Invitation for RFP dated [Insert Date].

We are hereby submitting our response to your RFP invitation with all the desired information and documents.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

ANNEXURE - 2

BIDDER'S AUTHORIZATION CERTIFICATE

[Location, Date]

To,
The General Manager
Information Technology,
Bank of Maharashtra,
"Lokmangal", 1501, Shivajinagar
Pune, Maharashtra, India

<Name> _____, <Designation>
_____ is hereby authorised to sign relevant documents on behalf of the company in dealing with RFP of reference <RFP No. & Date> _____. He is also authorised to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said RFP.

Thanking you,

Authorised Signatory

<Company Name>

Seal

ANNEXURE - 3

DISCLOSURE ON CONFLICTING ACTIVITIES

[Location, Date]

To

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

Dear Sirs:

We hereby declare that our firm, our associate / group firm are not indulged in any such activities which can be termed as the conflicting activities as mentioned in the concerned RFP document. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by Bank of Maharashtra which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

ANNEXURE – 4

SELF DECLARATION

[Location, Date]

To

The General Manager
Information Technology,
Bank of Maharashtra
“Lokmangal”, 1501, Shivajinagar
Pune, Maharashtra, India

In response to the RFP No _____ dtd _____ as owner/ partner/
Director of _____ I/ we hereby
declare that our agency _____

1. is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.
2. has never been blacklisted/ barred/ disqualified by any regulatory/ statutory body.

We are aware that if any of the above mentioned information is found to be incorrect, the contract if awarded, will be terminated.

Name of the Bidder : _____

Signature : _____

Seal of the Company : _____

ANNEXURE – 5**DETAILS OF BIDDER**

Particulars to be provided by the Bidder in the technical proposal –

RFP no. -----

No	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of “Partnership Deed” or “Certificate of Incorporation” should be submitted as the case may be.	
3	GSTIN of the company	
4	Registered office /Corporate office and address	
5	Telephone, Mobile, FAX numbers	
6	Website address of the Company	
7	Email Address of the Company	
8	Names and designations, mobile numbers & email id of the persons authorized to make <u>commitments to the Bank</u>	
9	Whether Developer or authorized dealer/ agent	
10	Address for returning the EMD BG/ DD	
11	Details of : Description of business and business background Service Profile & client profile Domestic & International presence	
12	Gross revenue of the bidder (not of the group) Year 2017-18 Year 2016-17 Year 2015-16	
13	Details of the company where GST towards tender cost has to be accounted- Name GSTIN Email Id Detailed Address (with pincode) Account number	

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date of expiry of the last date for submission of response to RFP.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Seal & Signature of the Bidder

Place:

Date:

ANNEXURE - 6

COMPLIANCE TO ELIGIBILITY CRITERIA

SNo	Eligibility Criteria	Documents Required	Complied (Yes/No)
1	The Bidder submitting the offer must be a company/firm incorporated / registered in India and should be operating for the past 5 years in India as on 31/03/2018	Partnership Firm – Certified Copy of Partnership Deed Limited Company – Certified copy of Certificate of Incorporations and Commencement of Business Reference of Act/ Notification For other eligible entities – Applicable Documents	
2	The Bidder should have minimum annual turnover of Rs.10 Crores from its Indian Operations, during the last three financial years (2015-16, 2016-2017 & 2017-2018). This must be individual Company's turnover and not that of any group of Companies. If any agent/ distributor/ re-seller/ Channel partner is making the offer, then the turnover criteria is applicable to their turnover and not to the principal	. Audited Balance Sheet and P/L Statements and certificate from the Auditor should be submitted. In case the Audited Balance sheet for FY 2017-18 is not available, provisional Balance Sheets duly certified by the auditors	
3	The bidder should have Net Profit during last three financial years i.e. 2015-16, 2016-2017 & 2017-2018	Audited Balance sheet and Profit/Loss statement of the firm and certificate from the Auditor should be provided. In case the Audited Balance sheet for FY 2017-18 is not available, provisional Balance Sheets duly certified by the auditors should be submitted	
4	The bidder should have been in the domain of providing CKYC software solution for 2 years and should have implemented the CKYC software solution in at least 2 Scheduled Commercial Banks.	Copy of Purchase Orders and Experience Certificate from the Banks should be submitted.	
5	The bidder should also have satisfactory track record of service support rendered by them as judged by the Bank/s	Copy of the certificate clearly mentioning satisfactory track record should be submitted.	
6	The bidder must have support offices in Pune & Mumbai	Centre Address and contact details to be attached.	
7	The Service Provider should have never been blacklisted / barred/ disqualified by any regulator/ statutory body	A self declaration certificate should be enclosed as per Annexure	

8	Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Tendering Authority	Self-declaration Certificate should be enclosed as per Annexure ----	
10	SI should have implemented DMS solution at atleast 2500 locations in all	List of Client-wise number of locations	
11	Bidder should provide Developer/Manufacturer's Authorization Form of OSD/OEM providing CKYCR Solution.	As per annexure	

ANNEXURE – 7

FINANCIAL DETAILS AS PER AUDITED ACCOUNTS

Years	FY 2015-16	FY 2016-17	FY 2017-18	Average Turnover
Turnover (Rs."000)				
Net Profit (Rs."000)				

Note:

The Bidder should submit copies of Audited Accounts Statements.

The Bidder Provider should submit a certificate from their Chartered Accountant confirming the annual turnover and profits figures mentioned above.

Signature:

Name:

Designation:

Seal:

ANNEXURE - 8

PROJECT DETAILS - WORK EXPERIENCE CERTIFICATE

Name of the Bidder: _____

S. No.	Name of Nationalized/ Scheduled/ Commercial Banks for whom the Service Provider is providing CKYC service	Start Date	Valid till	No. of years served	Current volume of records being uploaded daily
1					
2					
3					
4					
5					
	Total				

* Service Provider should produce copies of valid agreements as documentary evidence for above mentioned information.

Date: _____

Place: _____

Signature of the Service Provider: _____

Apart from the above, client-wise Project Details (summary) should be submitted covering following points –

1. Name of the Client
2. Number of Branches
3. Nature of Project
4. Scope of Project
5. List of Locations
6. Project Deliverables
7. Architecture of the solution implemented
8. Date of award of Contract
9. Date of commencement of the Project
10. Date of successful commissioning of the Project (Pilot/ Live)
11. Name of the person who can be referred to from the Client's side, with Name, Designation, Postal Address, Contact Phone, E-mail Id etc (Attach copies of purchase orders)
12. Experience certificate from the respective companies to be attached

ANNEXURE - 9

COVER LETTER – TECHNICAL OFFER

[Location, Date]

To

The General Manager
Information Technology,
Bank of Maharashtra
“Lokmangal”, 1501, Shivajinagar
Pune, Maharashtra, India

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, commission and maintain 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 Vendor duly signed by an authorized signatory)

ANNEXURE - 10

BIDDER'S COMPLIANCE TO TECHNICAL & FUNCTIONAL REQUIREMENTS

Name of the Bidder:

Hardware Sizing:

- a) At present the Bank opens around 7000 to 8000 operative accounts of individuals and the same is expected to grow by 10-15% every year. The CKYCR will be implemented in all the branches covering all these accounts. Hence, the vendor should assess and specify the hardware size required for DC and DR centers, and should be scalable to meet the growth in the next 5 (five) years.
- b) Around 3500 users will be accessing the system, simultaneously around 2000 users are expected to use. The vendor should assess the required hardware capacity in terms of hard disk and RAM
- c) The system should work with existing band-width provided at branches for CBS i.e. leased line 64 kbps and VSAT branches.
- d) The solution should support all leading database servers including Oracle, SQL Server

FUNCTIONAL AND TECHNICAL PARAMETERS FOR EVALUATION

SNo	Description	Bidder's Response (RA/CU/UA)	Documentary Evidence/ Configuration Details to achieve the functionality
A	Software Specifications		
1	The software application at HO should have the capability to download the KYC data from the CBS, after the day end process, on daily basis, and as per the prescribed format, confirming to the template duly validated, in respect of all the operative accounts newly opened by the individuals on the previous day.		
2	The scanning utility for branches should have the capability to scan the photograph, specimen signature, photo identity proof and address proof of all the newly opened accounts, as mentioned at (1) above, and crop / resize the same automatically as per the following specification, prescribed by CERSAI as per their operating guidelines: a) Documents should be scanned in grey scale with a scanning resolution of 150-200 DPI b) Photograph has to be scanned in colour mode with dimensions of 200X230 pixels and size should be between 20-50 KB c) The file format should be TIF, TIFF, PDF, JPEG, JPG.		

	d) The maximum file size should not exceed 350 KB for individual KYC records (all the four documents put together)		
3	The images scanned at the branches through the scanning utility should be moved to central server at HO, after the day end process.		
4	The software application should have the capability of generating a bulk file at HO for uploading to the CERSAI server, duly confirming to (1) above, after collating KYC data with the scanned images available in the HO server and match the same, customer-wise		
5	The software should have the capability for zipping the images for each record separately and digitally sign the master zip file for uploading to CERSAI.		
6	On uploading to CERSAI, response files will be generated by CERSAI. These files contain success records, error records and download records. The software application should have the capability to read these 'response files' generated after uploading the bulk files (as mentioned at 3 above) to the CERSAI Server.		
7	<p>Success Records:</p> <p>Wherever the uploaded files are accepted by the CERSAI successfully, the software application should have the capability to –</p> <p>a) Generate a daily report file showing details like customer id, customer name and the unique 14- digit KYC identifier number allotted by CERSAI.</p> <p>b) Based on this report, the 14-digit KYC identifier number is to be imported to the Bancs24 by the Bank manually for updating the same in the respective customer profile.</p> <p>Download Records:</p> <p>The software should also have the capability to download the KYC records of the customer who are already having banking account with other banks, on providing the 14-digit KYC Identifier issued by CERSAI.</p> <p>(Unique KYC identifier numbers are allotted by CERSAI under two scenarios viz. (1) where the party is a new customer opening banking account for the first time and (2) where the party is already having banking account with some other bank. In both these cases, the work flow is the same).</p> <p>Error Records:</p> <p>Wherever there is failure in uploading the file, the application should have the capability to –</p> <ul style="list-style-type: none"> • read the response file and show the error message or error description for the given 		

	<p>error code</p> <ul style="list-style-type: none"> • provision to transmit the error messages to the respective branches for rectification / clarification by the branches wherever branch intervention is needed • re-upload the rectified records to CERSAI thereafter maintain the history of error records 		
8	<p>Probable match: On uploading the KYC records, where there is no match or exact match exists, Banks will be provided with the 14-digit KYC Identifier.</p> <p>Where a probable match exists for the KYC data uploaded, the records will be flagged by CERSAI for reconciliation by the banks.</p> <p>The software should have the capability of –</p> <ul style="list-style-type: none"> • Identifying and displaying such probable match cases flagged by CERSAI for reconciliation by the Bank. • Transmitting such probable cases to the respective branches for reconciliation/resolution by the branches, wherever branch intervention is needed • To download the KYC records from the CERSAI server, if probable match cases are found to be an 'exact match' • To forward such cases to CERSAI, if probable match cases are found to be 'no match'. • The reconciliation of 'probable match' cases should be completed within 5 working days, beyond which such records will be withdrawn by CERSAI. Hence, the software should have the capability of generating a report indicating details of such cases. 		
9	The software application should have the capability for uploading the files as mentioned above, in respect of legacy accounts and all accounts being opened.		
10	The Software should have the capability for uploading the files in respect of non-individual / legal entities, as and when mandated by RBI / GOI / IBA. In case the field structure is different for the above entities, the same should be taken care of.		
11	The software should have a provision to attach digital signatures to the bulk files while uploading to CERSAI server		
12	The software application should support and be compatible, in case any existing set up is changed / upgraded, including if account opening is centralized at a later date.		
13	The software application should also support the existing Bancs24 version as well as any future upgrades.		
14	The solution should support Windows versions 7 and above.		
15	The vendor should have proper license to use third party software, if any, and bank will not be liable in the event of any legal complications arising out of it. Proof		

	of license should be provided to the bank, in such cases.		
16	The software should not change any configuration of PCs / Desktops / Scanners used at the branches.		
17	The software application should adhere to and comply with bank's password policy enforcement.		
18	Maker-checker must be available wherever manual intervention authentication is envisaged.		
19	The software application and scanning utility should confirm to all regulatory, statutory, legal acts and rules including IT Act 2000 / 2008 and subsequent amendments.		
B	General		
20	The vendor should provide support, if the Bank switches over to any other application for implementing CKYCR.		
21	Vendor should provide user manuals, technical manuals to the Bank for future reference, guidance and use.		
22	The vendor should provide training to the officials of the user department (CKYC Cell) and also an official from IT Dept for matters related to technical aspects,		
23	The vendor should also provide training to additional staff members, as and when required at optional rates.		
24	For the management system, 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.		
25	The software application should have real-time MIS Dashboard, duly displaying the details of accounts opened, uploaded, approved, rejected on a daily basis. It should also have the ability to add new reports as and when required.		

Scoring methodology for functional parameters:

Feature Status	Short form	Remarks
Readily Available	RA	The feature is already supported and included in the out-of-the-box solution (3 Marks shall be allotted)
Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. (1 Mark shall be allotted)
Not supported / Unavailable	UA	This capability is neither supported nor available with this Solution. (No Mark shall be allotted)

Please Note – During Demonstration if any of the required features are not demonstrated but the same feature has been mentioned as “Readily Available (RA)” as part of Technical Scoring Sheet then the same shall be changed to “No Marks (Not Supported / Unavailable)” in the Functional and Technical Scoring Sheet

ANNEXURE - 11**SCORING CRITERIA**

“A” will carry 3 marks, “C” will carry 1 marks and “N” will carry 0 marks

Code Category	Category wise count of codes mentioned against each item by the Bidder in the table Part A and Part B under Compliance to Technical Requirement	Multiplier	Score
RA		3	
CU		1	
UA		0	
Total Score			

Note : Bidder is required to obtain a minimum of 70% of marks as per the above scoring sheet

ANNEXURE – 12**COMMERCIAL OFFER FORMAT**

(Excluding GST)

Sr.No	Requirement / Quantity	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1	Enterprise wide Software solution– CKYCR (Including license, supply, installation, implementation, customization, integration & maintenance, training, with onsite support during the warranty period	A	X	X	X	X	A
2	CKYCR - ATS for four years after expiry of warranty period of 1 year.	X	B	B	B	B	(B*4)
3	Facility Manager (Onsite Support)	X	C1	C2	C3	C4	(C1+C2+C3+C4)
4	Total Cost of Ownership (TCO) (all amount in INR)						(1+2+3)

TCO in Figures –

TCO in Words –

Terms & Conditions

- The Commercial Offer should be given in the above format only.
- There should be no conditions mentioned in the Commercial Offer.
- Commercial offers with conditions will be rejected.
- All costs should be only in Indian Rupees and all payments will also be only in Indian Rupees.
- The ATS rate for the Software shall be frozen for the period of 4 years.
- During the warranty period onsite experienced support (Support personnel should be BE/MCA and should have been involved in the CKYCR-software supplied to the Bank.)
- The prices should be exclusive of GST
- ATS charges and other maintenance expenses as applicable should also be mentioned in the offer.
- Octroi / Road tax, if any will be paid extra as per the actual on production of original receipt. The TCO should include all the components mentioned in the Commercial Offer.
- The Excise/Custom duty will however have to be mentioned separately in the invoice wherever applicable

Authorized Signatories

(Name & Designation, seal of the Company)

Date:

ANNEXURE - 13

FORMAT OF CONFORMITY LETTER

(Proforma of letter to be given by all the Bidders participating in the Implementation of CKYCR Project on their official letterhead)

Date: _____

To

The General Manager
Information Technology,
Bank of Maharashtra
“Lokmangal”, 1501, Shivajinagar
Pune, Maharashtra, India

Dear Sir,
Sub: RFP for Implementation of -----

Further to our proposal dated _____, 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,

Authorized Signatory Designation

Service Provider’s corporate name

ANNEXURE - 14

QUERIES ON 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.)

SNo	Page no	Point/ Section No	Clarification point as stated in the tender document	Query/Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				

Dated:

Authorised Signatory

(Name of Contact Person, Phone No., Email Id)

ANNEXURE - 15

**FORMAT OF CONFORMITY LETTER WITH DEVIATIONS/ SUGGESTIONS
(if applicable)**

(Proforma of letter to be given by all the Bidders participating in the Implementation of CKYCR Project on their official letterhead)

Date: _____

To

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

Dear Sir,

Sub: RFP for Implementation of Centralized KYC Registry (CKYCR) Solution

Further to our proposal dated _____, in response to the tender Document (hereinafter referred to as "TENDER DOCUMENT") issued by Bank of Maharashtra ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 15 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory Designation

Bidder's corporate name

ANNEXURE – 16

PROFORMA FOR THE BANK GUARANTEE

Guarantee for payment of Earnest Money/ Security Deposit:

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid upto

Amount of Bank Guarantee: Rs.

To,

Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

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

1. Whereas the Beneficiary had invited RFPs to undertake Implantation of Centralized KYC Registry (CKYCR) Solution vide RFP No 122018 dated _____.
2. One of the terms of the RFP is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 90 days from the due date of the RFP) for Rs 10 lakhs (Rs. Ten Lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s XYZ & Co.Ltd. hereinafter referred to as the said 'Contractors' have given their offer to undertake record storage and management services at Pune to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
4. At the request of the said M/s.XYZ & Co. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said RFP and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. 10.00 lakhs (Rupees Ten lakhs only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

For and on behalf of the Guarantor Do so and

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

ANNEXURE – 17

NON DISCLOSURE AGREEMENT

(On stamp paper of relevant value)

This Non Disclosure Agreement is made and entered into at this day of 2018

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

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

WHEREAS, Bank called for the bids for the engagement of Service Provider to undertake record storage and management services M/s after going through the Bid Documents and being interested to act as Service Provider and provide the services for record storage and management services, has submitted its Bid.

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

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

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

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

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

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

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

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

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

Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Pune.

Indemnity: The Service Provider/Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors

and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous (including attorney fees) or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Service Provider/Contractor. and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Service Provider/Contractor, in the course of discharge of its obligations under this Agreement.

The provisions hereunder shall survive termination of the Contract.

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

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

ANNEXURE - 18

COMPLIANCE AGREEMENT

(On stamp paper of relevant value)

This Compliance Agreement is made and entered into at this day of 2018

BY AND BETWEEN FIRST PARTY....., a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and Bank of Maharashtra a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at and having its registered office at Lokmangal, 1501, Shivajinagar, Pune 411005 (hereinafter called "the Purchaser/Bank" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and (Name of Service Provider) of (please specify the registered office of the (Service Provider) (hereinafter called "the Service Provider/Contractor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

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

WHEREAS, Bank called for the bids for the engagement of Service Provider to undertake record storage and management services M/s after going through the Bid Documents and being interested to act as Service Provider and provide the services for record storage and management services, has submitted its Bid.

First party communicate the unconditional acceptance to the following terms and conditions of RFP

1. First party acknowledges that they have received, read, understood and agreed to all terms (including payment terms) in the RFP document no. 122018 for Implementation of Centralized KYC Registry (CKYC) Solution
2. First party agrees that first party 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. First party agrees that first party 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 first party.
4. First party agrees 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 first party agree to abide by the required integrations of security policies of the Bank.
6. First party agrees to non-disclosure of trade information regarding the price, service specification, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA RFP documents remain the property of BANK OF MAHARASHTRA and all service providers 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 service providers will be at BANK OF MAHARASHTRA's discretion.

9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
 10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
 11. Please note that BANK OF MAHARASHTRA may consider debaring a service provider in the event the service provider violates terms and conditions mentioned in this compliance agreement.
 12. First party have read the BANK OF MAHARASHTRA technical/ functional specifications for various services asked for in the RFP 122018 & have agreed to comply with Quality, Technology & Service expectations.
 13. Solutions offered in technical bid will remain unchanged.
 14. If successful, first party are agreed to provide uninterrupted service for the contracted period subject to annual performance review by the Bank of Maharashtra.
- First party agrees to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

For and on behalf of ----- Ltd. () (Designation)	For and on behalf of Bank of Maharashtra () (Designation)
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ANNEXURE – 19

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 a Information Technology Department of Bank of Maharashtra

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER:

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

information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
 - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
 - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
 - 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956

- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
 - 5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra IT Department**
 - 5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - 5.1.3. Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case

of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- 6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India

or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions:

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

12. Validity:

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

is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

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 – 20

UNDERTAKING OF INFORMATION SECURITY

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

[Location, Date]

To

The General Manager
Information Technology,
Bank of Maharashtra
“Lokmangal”, 1501, Shivajinagar
Pune, Maharashtra, India

Sir,

Sub: RFP for Supply and implementation of Centralized KYC Registry Solution

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

Yours faithfully,

Authorized Signatory Name:

Designation:

Vendor's Corporate Name Address

Email and Phone #

ANNEXURE – 21

LETTER OF UNDERTAKING FROM OSD/ OEM

(This letter should be on the letterhead of the OSD/ OEM/ Manufacturer duly signed by an authorized signatory)

[Location, Date]

To

The General Manager
Information Technology,
Bank of Maharashtra
“Lokmangal”, 1501, Shivajinagar
Pune, Maharashtra, India

Sub: RFP for Supply and implementation of Centralized KYC Registry Solution

Sir,

We (Name of the OSD / OEM) who are established and reputable manufacturers / developers of having factories at, and do hereby authorize M/s (who is the vendor submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of which are manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s..... during the 5 year contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s not being able to fulfill its obligation as M/s vendor in respect of the terms defined in the RFP, (OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours faithfully

Authorised Signatory

Name:

Phone No.

Fax

E_mail