

REQUEST FOR PROPOSAL

For Supply, Deployment Maintenance & Support of Centralized E-TDS System

TENDER REFERENCE # 202015



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

Cost of Tender Document: Rs. 5,000/-,

Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. RFP means the Request for Proposal no 122015 - Document for Supply, Customization, Deployment, Maintenance & Support of Centralized E-TDS System.
3. Bidder means the respondent to the RFP document
4. CBS means Core Banking Solution implemented in the Bank
5. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'
6. Bidder / Respondent – signifies those who purchase this tender document and submits Response to it.
7. DC means Data Centre
8. DR/DRC/DRS means Disaster Recovery Site
9. NS/NLS means Near Site
10. DB means Database

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

NON-DISCLOSURE AGREEMENT

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

NDA format is provided below.

(On the Letterhead of the bidder)

Strictly Private and Confidential

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

[Date]

[Salutation]

Non-Disclosure Agreement

We acknowledge that during the course of bidding for Request for Proposal (RFP) for Supply, Customization, Deployment Maintenance & Support of Centralized E-TDS System, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This Agreement shall not prohibit disclosure of Confidential Information:

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

Yours sincerely

Signature and Stamp of Company

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

Name:

Position:

Date:

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

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1. Invitation for Tender offers

Bank of Maharashtra invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed firms for Supply, Deployment, Maintenance & Support of Centralised E-TDS System Software.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee of **Rs.5,000/- (Rupees Five Thousand only)** by demand draft in favor of Bank of Maharashtra and payable at Pune.

Important information regarding Bid submission

| | |
|--|--|
| Tender Reference number | 202015 |
| Price of Tender Copy | Rs.5,000/- |
| Earnest Money Deposit (EMD) | Rs.1,00,000/- |
| Date of commencement of sale of tender document | 18/03/2016 |
| Last Date of sale of tender document | 02/04/2016 up to 14.00 hours |
| Queries to be mailed by | 23/03/2016 |
| Queries in prescribed format to be mailed to | cmssoftware@mahabank.co.in cream@mahabank.co.in |
| Pre-Bid Meeting | 28/03/2016 |
| Last Date and Time for receipts of tender offers | 02/04/2016 up to 14.00 hours |
| Time and Date of Opening of technical bids | 02/04/2016 up to 16.00 hours |
| Commercial Bid Opening | Will be informed to Technically qualified bidders separately |
| Place of Opening tender offers | Bank of Maharashtra Information Technology Deptt,3 rd Floor Head Office, 1501, Lokmangal, Shivaji Nagar, Pune – 411 005. |
| Address for Communication | As above |
| Contact Telephone Numbers | Phone : 020 – 25511102 020 – 25536185 |

The copy of the RFP document may be obtained during office hours on aforesaid working days in person by paying an amount of **Rs. 5,000/- (Non Refundable)** by way of Demand Draft favoring "BANK OF MAHARASHTRA" payable at Pune.

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

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

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

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

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

**General Manager
Information Technology**

2. Introduction

Bank of Maharashtra is a Public Sector Bank with a standing of 80 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. The Bank has more than 1880 branches all over India. In the state of Maharashtra itself, it has more than 1150 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporates, agriculturists and importers & exporters.

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

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') for Supply, Customization, Deployment Maintenance & Support of Web Based Centralized E-TDS Monitoring System.

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

3. RFP Objective

Bank of Maharashtra intends to procure a Centralized Web Based E-TDS Software for the Bank. The solution must have compatibility with Core Banking Solution (B@ncs24) by TCS implemented in our Bank and would include supply, installation, implementation & maintenance of all necessary Hardware and Software.

However, the Bank at its discretion reserves the right to change the scope of the RFP before finalizing the commercials.

Based on the contents of the RFP, the Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same and the resource and the equipment requirements. The Bank expressly stipulates the Bidders selection under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment.

Considering the nature of the assignment and the envisaged relationship with the Bidder, any service, which is not explicitly mentioned in this RFP as excluded would form part of this RFP, and the Bidder is expected to perform all such tasks, render

requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.

4. Instructions to bidders

4.1. Two Bid System Tender

Two copies of the Technical Bid (Each in Separate Envelopes) & one copy of the Commercial Bid must be submitted at the same time, giving full particulars in **separate sealed envelopes** at the Bank's address given below, on or before the schedule given above. All envelopes should be securely sealed and stamped. **The sealed envelope containing Commercial bid must be submitted separately to the Bank.**

| Bank's address |
|--|
| Dy. General Manager Information Technology Bank of Maharashtra "Lokmangal", 1501, Shivaji Nagar Pune – 411005 |

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

- Type of Offer (Technical or Commercial)
- Tender Reference Number
- Due Date
- Name of Bidder
- Name of the Authorized Person

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

The bidder shall also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.

5. Purpose of the Bid

Bank intends to have a solution to cater the needs of the Bank related to eTDS. As per the provisions of Income Tax Act, the Bank has to deduct Tax at Source (TDS) from the payment made or provided for towards certain expenses.

The nature of payment can be divided in to three categories, viz., (a) **Salary**; (b) **Interest on Deposits** and (c) **Other Payments**

Salary – is paid centrally at HO and TDS deduction and deposit into Govt. account as well as filing of e-TDS return is taken care by HRM Department.

Interest on deposits – Deduction of TDS on interest on deposits is made through the CBS system automatically, at the time of payment / provision, whichever is earlier; amount deducted is accounted at branch level. Deposit of TDS in the Govt. account and filing of e-TDS return is undertaken by the respective branches.

Other Payments – TDS on Payments other than salary & interest is handled manually by the respective branches / offices, including filing of e-TDS return.

The Tax so deducted has to be remitted to Government through branches or via a Nodal Branch through Internet. Different Tax Rates, different threshold limits, etc would have to be considered while making such TDS. After remittance of Tax so deducted, at the end of each quarter/specified period, for each branch an Electronic Return to be generated in accordance with the Scheme given by Income Tax Department and be submitted to the Income Tax Department thorough the TIN network.

The Bank requires Enterprise level license software package, without any limitation in respect of no. of Branches/Zonal Offices/ Circle Offices, TAN numbers, no. of employees etc, to centralize the process as under

Remittance of TDS deducted on various payments by the branches shall be centralized;

Preparation, generation, uploading of e-TDS returns & downloading of Form 16A for all the branches shall also be centralized;

Deduction of TDS on payments other than interest and salary shall be menu driven.

5. Broad Scope of Work

The broad scope of work for the Bidder for the above mentioned service is narrated in the following paragraphs, wherein the selected vendor has to provide a Software System for Web based eTDS catering the needs of the Bank related to TDS on Salaries, Interest, Rent, Contractors and other TDS applicable payments, with tight integration to other solutions for capturing of required data and provision to entry of further information / gap data through intranet by users at different Branches/offices and at different levels.

6.1 Scope of work

- Calculation of TDS, PAN Validation, rate verification etc (including 20% in case of Non PAN) should be available with suitable checks inbuilt in the system itself.
- Form 15 G/H should be dealt with accuracy and in time, by the software.
- Reconciliation of TDS effected by CBS with that of balance outstanding in the payable account to be made.
- Remittance of TDS deducted on all types of payments viz., salary, interest on deposits and other payments.
- Deposit / e-Payment of TDS to be made within due date using appropriate challans, including generation of the branch wise challans and uploadable file compatible with the CBS system of the Bank.
- e-TDS return be filed for all the categories viz. 26Q, 27Q and 24Q i.e. for salary, other than salary and NRO deposits.
- Form 16 /16A be downloaded from TRACES and be made available to the branches immediately.
- Correction return be filed immediately if required.
- The software be able to generate the data required for tax audit report.
- System should have mechanism to capture manual entry for vendor payment data, in case the data is not routed through the automated system.
- The software should assist the Bank to clear old defaults.
- System should handle the cases of reversal of TDS.
- Interface / system for fetching the data from source system.
- Submission and other compliances related to Form 15G/H.

6.2 General aspects in scope

- The selected vendor should provide required software and licenses including implementation / execution of the same within the stipulated time period.
- If any Microsoft licenses are required, Bank will provision such licenses under Bank's Enterprise Agreement with Microsoft. However, the Bidders must quote for the Microsoft Licenses, which will be considered by the Bank for the purpose of arriving at TCO. Providing Microsoft Licenses that are required under EA will be at the sole discretion of the Bank and Bank may procure such licenses from the Bidders if there is price advantage for the Bank.
- The Bidder should take care of all aspects of installation on existing set-up, De-Installation, Configuration, Re-configuration, enhancements, updates, upgrades, problem analysis, on – site, as well as off - site support to ensure smooth operations during and post implementation till end of contract period.
- Bidder will have to ensure the troubleshooting in all forms like technical, administrative and customer related issues etc.
- Bidder should provide SLA based services and the SLA tracking system as well as for maintaining operational workflow.
- The scope of the services is to be provided for a period of one year from the effective date of contract extendable by four more years (Services will be deemed to have been implemented from the date of Sign – off by the Bank).Bank may take over maintain services after a period of 48 months in which case the vendor has to reverse transition to Bank's team.
- Time, being an essential feature of the contract, the selected vendor is expected to implement & install the systems in **8 weeks** from the date of purchase order.

Hardware

At Central Server Level Bidder has to specify the requirement of the server/s and connected hardware for loading and implementing the WEB TDS as per the specification in Tender. At User Level Bidder has to specify the Configuration required for the software package and bandwidth at Branch Level. **Price of Hardware is part of the Commercial Bid and scoring process but it is kept optional. Bank reserves the right to procure the software solution with hardware or without hardware.**

6.3 Disclaimer:

This RFP is not an offer by Bank of Maharashtra, but an invitation to receive response from Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly Authorised officers of Bank of Maharashtra with the Bidder.

6.4 PRE-REQUISITE (Eligibility/ Qualification Criteria):

Interested Bidders who are dealing in solutions for e-TDS and meeting the following Eligibility Criteria may respond to this RFP.

1. Applicant should be a Registered Firm., with the standing of 5 years as on 31.03.2015, and profit making at least for last two years. They should have a net worth of Rs.2crore. The necessary supporting document has to be submitted along with the Bid.
2. The firm should be handling similar activity for at least one PSB / Private Bank. Credential certificate should be submitted along with the Bid.
3. The firm should have its own software or duly licensed to sell the software to be procured by the Bank for this purpose. Certificate should be submitted with the Bid.
4. The software should be used by at least 2000 users or at 500 locations in respect of firms mentioned under '2' above.
5. Maker Checker functionality should be available in the software.
6. The firm should provide the support / help desk to all the branches/offices of the Bank from a centralized location.
7. The firm should preferably have an office / branch in Pune.
8. The firm should not be in the IBA defaulter list or blacklisted by Public sector Organization or RBI.
9. The firm should preferably have TIN facility for uploading the quarterly returns.
- 10. The firm has to sign "Adoption of Integrity Pact"**
 - 10.1 The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
 - 10.2 Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
 - 10.3 The Bidders shall submit signed integrity pact as per **Annexure –16** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
 - 10.4 Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
 - 10.5 Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.

10.6 Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

10.7 The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

10.8 Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

10.9 The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

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

The Bidders should enclose proof of all Pre-Qualification Criteria, while submitting the Bid Proposals, failing which, the Bid Proposals will not be considered for further evaluation and may be treated as technically non-responsive.

6.5 AUTHORIZATION TO BID:

The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization sign the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The same person or a different person should be authorised who should have authority to quote Bid amount.

The Xerox copy of necessary Original Resolutions/ Authority/ Copy of Power of Attorney authorizing the designated personnel to sign the Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

FOLLOWING INSTRUCTIONS MAY PLEASE BE TAKEN NOTE OF IN THIS CONNECTION:

1. Offer shall be submitted for application software along with Hardware for implementing the project for e-TDS with a centralized monitoring system in all the branches of the Bank/ Offices as per scope of work defined in the RFP. The Bidders have to furnish the details of the Hardware, Operating System, any Middleware/ Database/ Software etc. and/ or any other requirement to implement the project.

2. BID SECURITY AND COST OF RFP:

6.6 BID SECURITY:

- a. The Bidder shall furnish, as part of its Bid, a Bid Security for an amount of **Rs. 1.00 Lakh (Rupees One Lakh Only)** in the form of Demand Draft/Bank Guarantee (BG) issued by a reputed Bank in India other than Bank of Maharashtra and acceptable to the Bank in the format enclosed (**Annexure - 17**), BG to be valid for a period of six months from the last date for submission of Bid Document, along with the Bid Documents.
- b. The Selected Bidder's Bid Security will be discharged upon the Bidder's signing the Service Level Agreement (SLA) & furnishing the Performance Security (BG) for 10% (ten percent) of the Contract Value, to be valid for a period of 15 months. Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible, but not later than 30 days after the expiration of the period of Bid validity prescribed by the Bank.
- c. **The Bid Security may be forfeited:**
 - i) If a Bidder withdraws its Bid during the period of Bid validity;
 - ii) In case of a Selected Bidder, if the Bidder fails:
 - > To accept the terms of Purchase Order, OR
 - > To sign the Service Level Agreement (SLA) within the stipulated time, OR
 - > To furnish Performance Security, OR
 - > Fails to comply any of the terms of the RFP or Purchase Order.

COST OF RFP:

The Bidding document is available at our Bank's website, www.bankofmaharashtra.in and can be downloaded from the website. A non-refundable Demand Draft/Banker's Cheque for **Rs.5,000/- (Rupees Five Thousand Only)** in favour of Bank of Maharashtra payable at Pune, towards RFP cost will have to be handed over at the time of submission of the Bid Documents to the Bank along with Bid Document.

6.7. BIDDERS RESPONSE AND SUBMISSION OF DOCUMENTS:

Two copies of the Technical Bid (Each in Separate Envelopes) & one copy of the Commercial Bid must be submitted at the same time, , including RFP Cost and Bid Security, duly super-scribing the envelope with the reference number of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid Document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted Bid Documents should be **serially numbered** with the **Bidder's Seal duly affixed with the Signature of the Authorized Signatory on each page**. Documentary proof, wherever required, in terms of the RFP shall be enclosed.

The bidder shall also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.

The Technical Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "Accepted" and "Noted", "As given in Brochure / Manual" is not acceptable. The Bank may treat such Bids as not adhering to the RFP guidelines and as unacceptable.

Compact disk (CD) containing the soft copy of technical bid should also be submitted along with the proposal.

The Bid Document should be complete in all respects and contain all information asked for and indicate that all products and services asked for are considered.

The Technical Bid Document should not contain any price information.

The Commercial Bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A photocopy copy of the Commercial Bid duly masking the prices shall 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.

Compact disk (CD) containing the soft copy of commercial bid should also be submitted in sealed commercial bid envelope along with the proposal.

These three envelopes containing the Technical bids (Two copies in Separate envelopes) 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.**

6.7.1.The Technical Bid documents should consist of the following documents:

- a) All Annexures/ documents mentioned in this RFP on Company's letterhead

- with seal and signature. Relevant proof, wherever required is to be enclosed.
- b) Bid Security (BG) and RFP Cost (DD/ BC).
 - c) Necessary Resolution / Copy of Power of Attorney (P/A) authorizing the designated personnel to sign the Bid Proposal.
 - d) Solution Provider's Authorization Form, if applicable.
 - e) Compliance to Scope of Work as per **Annexure-7**. Please furnish details, ensuring strict conformity with the specifications in every respect, in order to avoid ambiguity.
 - f) Technical Documentation (solution information, product / technical brochure, technical specification sheets, transactions / services supported, Hardware, Software, Middleware details etc.) An index of technical documentation submitted with offer must be enclosed.
- g) Details of Hardware, Software and Application Software required for this project and the relevant brochures.

6.7.2. Pre-Bid Queries

For the purpose of clarification of doubts of the bidders on issues related to this RFP, the queries of the bidder would be replied to on the date and time as indicated in the RFP. All communications regarding points requiring clarifications and doubts, if any shall be sent in advance through e-mail to cmssoftware@mahabank.co.in and cream@mahabank.co.in on or before 23-03-2016 as per format given in Annexure – 13 (2). The clarifications to the pre-bid queries will be sent only to those bidders who have purchased the tender document, on their authorized representative's email id.

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

Bank reserves its right to issue any amendments to the RFP and / or to extend the deadline for submission of Bid Documents at any time prior to deadline for submission of Bids, at its sole discretion. Such amendments to RFP shall be published through Bank's official website only.

6.7.3. LAST DATE FOR SUBMISSION:

The last date for submitting the Bid Proposals at this office, along with Bid Security and RFP Cost is **02-04-2016 14.00 hours**. Any proposal received after the due date and time will not be considered. All required Bid Documents complete in all aspects should be submitted to Dy. General Manager, (I T), HO, Bank of Maharashtra, LokMangal, 1501, Shivaji Nagar, Pune-411005.

6.7.4. OPENING OF BID AND PRELIMINARY SCRUTINY:

No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

The Bid documents will be opened first for Technical Evaluation, in the presence of Tender Opening Committee and Bidder's representatives. Bid document should contain all Pre-Qualification Criteria, Technical Specifications, all other Annexures and compliance of all terms and conditions of RFP i.e. Payment, Delivery,

Installation, submission of Bank Guarantees etc.

- Bidder's proposal should strictly conform to the specifications.
- Proposals not conforming to the specifications will be rejected summarily. Any incomplete or ambiguous terms / conditions will disqualify the offer.

If any of the Bidders or all the Bidders, who submitted Bids are not present during the specified date and time of opening, it will be deemed that such Bidder is not interested to participate in the opening of the Bid/s. The Bank, at its sole discretion, will proceed further with opening of the Bids in their absence.

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP and subsequent clarifications, whether technical documentation as required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per this RFP requirements. Pre-Qualification Criteria, Technical Bid and Scope of Work submitted by the Bidder will be evaluated based on the terms and conditions of our RFP and subsequent clarifications, if any.

6.7.5. i) The Bank may reject any proposal not containing all the requirements called for in various Annexures. Technical Bid must contain required/ relevant information on all the requirements, without fail.

ii) Bank will not entertain any correspondence after submission of Bids on any matter relating to this RFP like Technical responsiveness/ non-responsiveness of the Bidders, Bank's decision will be final in this matter.

6.8 DISQUALIFICATION OF BIDS:

- The Bid document should necessarily contain all Technical details and terms of payment. Delivery and any other conditions should conform to the specifications.
- Proposals not conforming to the specifications will not be taken for further evaluation and may be rejected summarily. Any incomplete or ambiguous terms / conditions will disqualify the offer.

6.9 SEEKING FURTHER CLARIFICATIONS ON TECHNICAL BIDS:

During the process of scrutiny, evaluation and comparison of technical offers, Bank may, at its discretion, seek clarifications from all the Bidders/ any of the Bidders on the technical offer made by them. The request for such clarifications and the Bidder's response will necessarily be in writing and it should be submitted within the time stipulated by the Bank. The replies submitted through e-mail should be followed by duly signed hardcopies. Clarifications replies received will be taken as part of the Bid Proposal.

7.Scoring methodology

7.1 Selection procedure

- The evaluation / selection process will be done with the technical competence and commercial aspects.
 - **Technical bid evaluation criteria:** Based on the technical evaluation criteria, each bidder will be given certain marks. Only those bidders scoring 70% (70 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation.
 - **Technical bid evaluation criteria:** Technical bid evaluation will be done as per the criteria mentioned herein

Bank may add any other relevant criteria for evaluation of the proposals received in response to the RFP at its sole discretion. Bank may decide to seek more information from the bidders in order to normalize the bids. In such cases, the bidders will be notified separately if such normalization exercise is made part of the technical evaluation process.

7.2 Stages of Technical evaluation

In brief, the various stages of technical evaluation are as under:

- Fully matching the eligibility criteria.
- Short listing of bidders based on prior experience, credentials, quality of the resources and site visits.
- Arriving at final score on technical proposal of the short listed companies / firms after presentation.
- Bidders scoring less than 70 mark (minimum cut-off score) out of 100 marks in the technical evaluation after presentation round will not be considered for the selection process.
- Once the technical process is completed, the bidders who score equal to or more than the minimum cut-off score will be considered for Commercial evaluation process.

The table below highlights the parameters under the technical criteria and scoring methodology.

| Criteria | Evaluation Parameters | Max Marks | Scoring Methodology |
|-----------------|--|------------------|---|
| Credentials | The bidder should have implemented the solution and marks will be allotted on the basis of number of implementations and performing such implementations in Scheduled Commercial Bank in India | 20 | Number of Implementations. For each implementation 5 marks will be allotted on the basis of certificates from such scheduled commercial banks on their letter head. |
| | | | |
| | Maximum Marks | 20 | |
| | Detailed Product Demonstration / Presentation cum reference site visits. | 30 | Demonstration at Bank end and / or reference site visit where the proposed solution is implemented |
| | Compliances as per Annexure-7, and Technical Specifications (50% weightage will be given for the marks obtained as per Annex-7) | 50 | Understanding of the Bank Project requirements through the technical proposal supplemented by Presentation & interactions. |
| | Total Marks | 100 | Total score out of One Hundred |

Note:

1. **The bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials**

2. **** Copies of Work order and client reference to be provided. Credentials and other evaluation criteria will be computed as of 31st December 2015.**

7.3 Commercial Bids and their evaluation

- Commercial bids shall be opened for the qualified bidders who are short listed after technical evaluation. The date, time and venue of opening the commercial bids shall be informed to the qualified bidders.
- Commercial bids shall be opened in the presence of authorized representatives of the qualified bidders and along with the technical scores, commercial values quoted by each bidder shall be read out.
- All the authorized representatives of the bidders should sign in register so as to confirm their attendance.
- Required notice will be given for opening of commercial bids and bids will be opened at the scheduled time irrespective of the fact whether the bidder's representatives make it convenient to attend the bid opening.
- Commercial bid valuation shall be considered as below in case of any kind of discrepancy:
 - If there is a discrepancy between words and figures, the amount in words shall prevail.
 - If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
 - If there is discrepancy between unit price and total price, the unit price shall prevail.
 - If there is a discrepancy in the total, the correct total shall be arrived at by Bank.
 - In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

7.4 Evaluation of Commercial Bids

The commercial bids of only technically short listed bidders who attain the minimum cut-off score in the technical evaluation process will be opened. However, the commercial bids of other companies/firms will be returned unopened.

The bidder providing Least Price / Least Quote under commercial bid will become successful bidder. (L1 Bidder)

8. NO COMMITMENT TO ACCEPT ANY BID:

Bank of Maharashtra shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. Bank of Maharashtra reserves the right to make any changes in the terms and conditions of the RFP. Bank of Maharashtra will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

9. TIME SCHEDULE AND DELIVERY, INSTALLATION & COMMISSIONING:

The entire project for implementing e-tds with a centralized monitoring system has to be implemented within 8 weeks from the date of acceptance of PO. Entire application software has to be provided by the Bidder.

The bidder must integrate hardware, software and networking components supplied by him to make the system integrated and fully functional. It will be bidders responsibility to locate the exact nature of the problem/fault(s) and rectify the same

10. LIQUIDATED DAMAGES:

For any delay in implementation of this project beyond 8 weeks from the date of acceptance of Purchase Order issued by the Bank, the Bank reserves the right to charge an LD (Liquidated Damages) at the rate of 0.5 % of the cost of the Contract Value per week, subject to a maximum of 10% of the Contract Value and the amount will be recovered from any other amount due to the Selected Bidder or by invoking the Performance Security.

If the Liquidated Damages reach the maximum value, the Bank will be at liberty to cancel the entire Contract and invoke all the Guarantees/ Securities provided by the Bidder.

However, if there is delay beyond the above period and/ or amendments thereon,

due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of LD. The Bidder shall have to produce document showing "Reasons for delay to commence work" from the representatives of Bank of Maharashtra at respective locations and to undertake to complete the project within next 4 weeks of confirmation of readiness of infrastructure by the Bank. This, however, does not preclude the Bank from invoking the Performance Security if warranted, as per the terms of this Bid Document.

11. OFFER VALIDITY PERIOD:

The Offer submitted and the price quoted shall be valid for 12 Months from the date of issue of the Purchase Order by the Bank and for such further period as may be requested for by the Bank, and agreed to in writing by the Bidder.

12. PO EFFECTIVE DATE:

12.1 The Selected Bidder shall submit the acceptance of the Purchase Order within 7 days from the date of receipt of the Purchase Order. If the Bidder does not submit acceptance of PO within 7 days, Bank will presume that Bidder has accepted PO without any clarifications.

12.2 The effective date of start of the Contract with the Selected Bidder shall be the date of acceptance of the Purchase Order by the Selected Bidder.

13. PROPOSAL OWNERSHIP:

The proposal and all supporting documentation submitted by the Bidder shall become the property of the Bank.

Bidder's Responsibility vis-a-vis Third Party Products/ Equipments/ Software: If the proposal includes supply of hardware, equipment or software marketed and/ or supported by other companies or individuals, the Bidder, as the prime contractor for the implementation of the solution, must produce the requisite permission / license for the equipment / software and ensure that the equipment / software is a branded one. Any legal claims related to use of any third party software, IP rights are to be addressed by Bidder/s. Any costs and expenditure pertaining to those matters are to be borne by the Bidder/s only. Bank in any way will not be responsible for these claims.

14. TERMS AND CONDITIONS:

- Bidder will provide On-site support during Warranty and ATS/AMC period.
- The Bidder shall arrange for all patches and version upgrades during 1 year Free Warranty and thereafter during ATS/ AMC period.

- All the updates & upgrades will be provided free of cost by Bidder during Warranty and ATS/ AMC period. Bidder will be solely responsible for getting Software Version up gradation with required media & accessories.
- Any customization necessitated out of compliance requirement in pursuant to subsequent Government/ RBI guidelines shall not be treated as enhancement and will be done without any further cost to the Bank as part of ATS/ AMC obligations.
- At the time of outbreak or emergency problem at local as well as outstation locations of the Bank, the Bidder will give On-site support within 4 hours from the call logging.
- Bidder should confirm that the Software Solution installed, License Count & License Type supplied to Bank is legally valid as per Licensing Policy.
- Bidder should confirm from time to time, all information regarding expiry of validity of licenses in order to renew or revalidate the same.
- Confidentiality of the Bank's setup must be maintained by Bidder.
- Engineer from Bidder must have adequate knowledge for handling the solutions and provide support & services for Software Solution.
- All product updates, upgrades, patches will be supplied with in Warranty and ATS/ AMC period at no separate charges/ Cost to the Bank. Bidder will assist Bank for implementation of product updates, upgrades, patches etc.
- All the Annexures to be submitted on Company's Letterhead only.
- The application should run on all the Versions of Windows including latest Versions also on all the versions of Microsoft Office.

14.1.WARRANTY AND SUBMISSION OF PERFORMANCE BANK GUARANTEE:

The entire project for e-tds with a centralized monitoring system shall carry a Free Comprehensive, On-site Warranty for a period of one year from date of live sign off.

The Bidder should support for a minimum period of 4 years, after Free Warranty Period of 1 year.

14.2.1 WARRANTY:

- a) The Bidder warrants that the e-tds software solution with centralized monitoring system supplied under the Contract shall have no defect arising from design, materials or workmanship and should have at least 1 year licensed life support with the Bidder.
- b) This Warranty shall remain valid for a minimum period of 12 (Twelve) months after the solution, has been delivered, installed, accepted and final sign off at the final destination indicated in the Contract.

14.2.2 PERFORMANCE BG:

Within thirty (30) days from the date of acceptance of Purchase Order from the Bank, the Selected Bidder shall furnish the Performance Security (BG) for 10% (ten percent) of the Contract Value for the Warranty Period (one year) plus three months claim period.

- ✓ If BG is not submitted within stipulated time, a penalty at the rate of 0.50% of the cost of the Contract Value per week subject to a maximum of 10% of the Contract Value.

14.3. ATS Charges:

The Annual Technical Support shall be paid in advance in equal yearly installments within thirty (30) days of receipt of claim at the start of each year, after completion of Warranty/ maintenance obligations of the previous year, at the rates quoted, on receipt of ATS/ AMC Bank Guarantee (Other than from Bank of Maharashtra) equivalent to ATS/AMC amount valid for a period of 4 years from the date of completion of free Warranty Period - with 3 months grace period. The Bank Guarantee submitted towards Performance Guarantee taken during Warranty Period will be released only after receipt of the above. Non-submission of ATS/ AMC Bank Guarantee at least 15 days before the expiry of Performance Bank Guarantee will be sufficient reason for invoking the Performance Guarantee. No separate ATS/ AMC Agreement needs to be executed. However, entire project shall be properly maintained irrespective of Non-claiming/ Non-renewal of ATS/ AMC by the Bidder in time.

14.4. SERVICE LEVEL AGREEMENT (SLA):

The successful Bidder shall enter into a Service Level Agreement (SLA) containing terms and conditions laid down in this RFP & Purchase Order. The Bidder, however, may submit the SLA Form they like to execute. It is the prerogative of the Bank to accept the same or to modify. It is reiterated that the Contract/ SLA to be entered into by the Selected Bidder shall be as approved by the Bank only.

14.5. UPTIME:

The Bidder shall guarantee an uptime of 98% during Warranty Period and also during ATS/ AMC period, if entered into, which shall be calculated on quarterly basis. The "Uptime", for calculation purposes is equal to the Total number of hours of the day in a quarter, less Downtime in number of hours. Any part of hour is treated as full hour.

If the uptime is below 98%, the Bank shall have full right to levy penalty @ Rs. 5,000/- (Rupees Five Thousand Only) per day subject to maximum of 10 % of Contract Value or terminate the Contract with the Bidder. The right of termination shall be in addition to the penalty as mentioned above.

14.6. TERMINATION:

The Bank reserves its right to cancel the entire/ unexecuted part of the Contract, at any time by giving written notice, without assigning reasons and without prejudice to any other remedy for breach of Contract, in the event of one or more of the following conditions:

- If the Selected Bidder fails to deliver any or all of the Goods within the period(s) specified in the Contract or within any extension thereof granted by the Bank.
- If the Selected Bidder fails to perform any other obligation(s) under the Contract.
- Delay in Implementation of the Project beyond the specified periods.
- Non satisfactory performance of the Project during implementation.
- Failure to integrate / implement the project as per the requirements of the Bank.
- Serious discrepancies noted in the implementation of the project.
- Breach of the terms and conditions of the Order.
- Unsatisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.

In the event the Bank terminates the Contract in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered and the Selected Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Selected Bidder shall continue performance of the Contract to the extent not terminated.

If Bank does not terminate the Contract and does not want to use H/w, S/w then the same will be returned and any amount paid will be recovered. Bank may liquidate BG or take legal recourse for recovering the amount. In case, legal recourse is taken then all the expenses will be borne by the Bidder.

In such a case, the Bank will not be liable in any way for payment towards such undelivered portion of the Goods or Services as per the terms of the Contract. In addition to the cancellation of Purchase Order, the Bank reserves its right to invoke the Performance Security given by the Bidder.

14.7. SUPPORT SERVICES:

1. The firm should provide the support / help desk to all the branches/offices of the Bank from a centralized location preferably at Pune for 24*7 basis. They should agree to provide support at any other centre in future, if Bank so decides.

14.8. TERMS OF PAYMENT:

All payments will be released from our office within 30 days of claim on submission of all relevant documents and proofs.

All Taxes & duties should be inclusive except Octroi & LBT shall be payable on actual basis on submission of proofs.

- i) First installment of **fifty (50) %** of the Contract Price of the e-tds project along with 100% Octroi, wherever applicable, backed by necessary proof shall be paid **on receipt of goods** and upon submission of the following documents (separate requests for release of Octroi payments will not be entertained):
 - a) BG for 100 % of the amount released (50 % of the Contract Price), valid for a period of 12 months. The BG will be returned once the project is completed.
 - b) Original copy of the Bidder's Invoice (with Xerox copy) showing Contract No, Software description, Quantity, Unit price, Amount claimed, Total Amount etc.
 - c) Delivery of e-tds S/W and Delivery Note signed by consignee or acknowledgement of receipt of software from the consignee with Name, Designation, BIC No., Mobile No, with Seal duly affixed on.
 - d) Manufacturer's/Bidder's Warranty Certificate. if any
 - e) Delivery of Software Licenses (Paper), if any, at HO: PUNE.
- ii) Second installment of **30%** of the Contract Price shall be released **after Live Sign off and on completion of Final Acceptance** and upon submission of the following documents.
 - a) Xerox copy of the Bidder's Invoice showing Contract No, Software description, Quantity, Unit price, Amount claimed, Total Amount etc.
 - b) Letter issued by Bank for completion of UAT.
- iii) Final installment of **20%** of the Contract Price shall be released **after six (6) months of live sign off** and upon submission of the following documents.

- a) Xerox copy of the Bidder's Invoice showing Contract No, Software description, Quantity, Unit price, Amount claimed, Total Amount etc.
- b) Letter issued by Bank for completion of Final Acceptance and final sign-off.

TDS on payments will be deducted as applicable.

14.9. INDEMNITY:

The Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. or such other statutory infringements in respect of NPS software.

Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

14.10. NEGLIGENCE:

In connection with the work or contravenes the provisions of General Terms, if the Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the Bidder.

14.11. RESPONSIBILTY FOR COMPLETENESS:

Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, testing, commissioning, performance or completeness of the order, shall be provided/ made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.

The Bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have

been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information as mentioned above within the time schedule and without extra cost to the Bank.

14.12. LIABILITY OF THE BIDDER:

Bank shall hold the Bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfillment of any obligations under the Contract (except those already covered under Clause 24 – Indemnity) and such liability of the Bidder will be restricted to the actual amount of the Contract.

However, the Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

Selected Bidder shall be responsible for managing the activities of its personnel and/ or the personnel of its AUTHORISED AGENTS and will be accountable for both. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, subcontractors etc. whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.

15. SOME OTHER TERMS AND CONDITIONS:

- i) Bank may install the software in multiple servers for the purpose of high availability/ DRS implementation.
- ii) The Bank shall have the right to withhold any payment due to the Selected Bidder, in case of delays or defaults on the part of the Selected Bidder. Such withholding of payment shall not amount to a default on the part of the Bank and Bank will not be liable to pay any interest on such payments withheld by the Bank.
- iii) Selected Bidder or its authorized agents or its employees shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work, the Selected Bidder need to provide prerequisites at the time of Bid submission.
- iv) Selected Bidder shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.

- v) Selected Bidder shall strictly comply with the provision of safety codes relevant for the completion of all deliverables documented in this RFP.
- vi) Selected Bidder at his own cost shall arrange for all materials, tools, equipments or any other means required for the carrying out the job up to the stage of completion.
- vii) No extra claim shall be entertained on account of all the redo of work on account of Selected Bidder's negligence and resulting into make good of the damages or damaged portions during executing the job. All such costs shall be borne by the Bidder.
- viii) Selected Bidder should indemnify the Bank for Intellectual Property Rights (IPR) violation, confidentiality breach, etc, if any.
- ix) Please note that an Indian Agent on behalf of the Foreign Principal or the Foreign Principal directly can Bid in a tender but not both. In case of Bidding by both, Bid submitted by Foreign Principal will be considered for evaluation. Also in cases where an Agent participates in a tender on behalf of one manufacturer, he is not allowed to quote on behalf of another manufacturer for this RFP or in a subsequent/ parallel tender for the same item

15.1. NON-DISCLOSURE INFORMATION:

The Bidders shall not, without the Bank's written consent, disclose any specification or information furnished by or on behalf of the Bank, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non Disclosure Agreement with the Bank as per the prescribed format.

15.2. FORCE MAJEURE:

The Bidder shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrection, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform/ render/ discharge other obligations as far as they can reasonably be attended/ fulfilled and shall seek all reasonable alternative means

for performance affected by the event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

Commissioning of the solution will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP.

15.3. FORMATION OF CONTRACT:

On acceptance of letter of communication awarding the Contract, a separate Contract/ Service Level Agreement will be entered into.

15.4. FURNISHING OF INFORMATION:

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a Bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

CONTACTING THE BANK:

Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or Contract award will result in the rejection of the Bidder's Bid.

15.5. PERIOD OF CONTRACT:

The period of Contract shall initially be for a period of 5 years (1 year Warranty & 4 years ATS/ AMC). Bank also reserves its right to renew the Contract after completion of ATS/ AMC for 3 years on the same terms and conditions or mutually agreed terms and conditions between the Bank and the Selected Bidder. In case of shifting of the services to a new Service Provider, due to deficiency in the services extended by Selected Bidder during the period of the Contract or due to policy changes, which warrants switching over to new solution, the existing Selected Bidder shall extend all required support for smooth switch over.

15.6. RESOLUTION OF DISPUTES:

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

resolution by formal arbitration.

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

ANNEXURE – 1**BID FORM**Ref No:
|

Place:

Date:

The Deputy General Manager (IT),
Bank of Maharashtra, Head Office,
Department of Information Technology,
1501,Lokmangal
Shivaji Nagar
Pune – 411 005

Dear Sir,

Having examined the Request for Proposal **RFP ref no-202015 dated 18/03/2016**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and install the items required to implement application software for e-tds with centralized monitoring system in conformity with the said RFP in accordance with the Commercial bid and made part of this tender.

We undertake, if our Bid is accepted, to complete the project as per delivery Schedule specified.

If our Bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to **10 per cent** of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We further confirm that in case we offer software developed/ produced by another company, such software operates effectively on the systems and we are willing to accept responsibility for its successful operations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid,

and to Contract execution, if we are awarded the Contract, are listed below:

| Name & address of agent gratuity *(If none, state none) | Amount & currency | Purpose of commission or |
|---|-------------------|--------------------------|
|---|-------------------|--------------------------|

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this day of 2016

(Signature)
(In the capacity of) Duly Authorised to sign Bid with seal for & on
behalf of (Name & Address of the Bidder)
Offer Reference No:

ANNEXURE – 2**PARTICULARS OF BIDDER/ SOLUTION PROVIDER**

| Sl. No. | Particulars | Details |
|----------------|--|----------------|
| A | Bidder's Profile | |
| 1 | Name of the Firm/ Company | |
| 2 | Constitution | |
| 3 | Date of Establishment/Incorporation/ commencement of business | |
| 4 | Address Registered Office Corporate Office | |
| 5 | Telephone No Mobile No FAX No E-mail Address Website | |
| 6 | Sales Turnover 2012-2013 2013-2014 2014-2015 | |
| 7 | Name of the Banks where e-tds software with centralized monitoring system is implemented with contact details. 1. 2. 3. 4. | |

| | | |
|----------|--|--|
| 8 | Addresses of other Offices: 1. 2. 3. 4. | |
| B | Solution Provider's Profile (if applicable) | |
| 1 | Name of the Company | |
| 2 | Constitution of the Company | |
| 3 | Date of Establishment/Incorporation/ commencement of the Business of the Company | |
| 4 | Address of the Company Registered Office Corporate Office | |
| 5 | Telephone No Mobile No. FAX No E-mail Address Website | |
| 6 | Nature of Relationship of the Bidder with the Solution Provider Subsidiary of the solution provider Company/Division of solution provider Company/certified agent/authorized agent/reseller/partner /Others Please Specify | |
| 7 | Experience of the solution provider in implementation. | |

Signature of the Authorised Signatory with date & seal
(Full name and Designation of Authorised Signatory)

ANNEXURE – 3**TRACK RECORD OF PAST INSTALLATION**

Name of the Bidder _____

| Sl. No. | Name of the Bank where implemented. | Features/ facilities under e-tds Solution with Centralized Monitoring System implemented | Contact Person, Name, Tele No, FAX No. & Address |
|----------------|--|---|---|
| 01. | | | |
| 02. | | | |
| 03. | | | |
| 04. | | | |
| 05. | | | |

Signature of the Authorised Signatory with date & seal
(Full name and Designation of Authorised Signatory)

ANNEXURE – 4

TECHNICAL COMPLAINE STATEMENT

DECLARATION:

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document.

We certify that the application software offered by us for this project conform to the technical specifications/scope of work stipulated in the RFP form as per **Annexure - 7** for implementing the project of e-tds with centralized monitoring system.

Signature of the Authorised Signatory with date & seal
(Full name and Designation of Authorized Signatory)

ANNEXURE - 5

LETTER OF INDEMNITY TO BE GIVEN IN THE COMPANY'S LETTERHEAD

To
The Dy. General Manager (I T),
Bank of Maharashtra,
Department of Information Technology,
Head Office,
1501, Lokmangal,
Shivaji Nagar
Pune – 411 0005

Sirs,

We refer to our bid for your RFP Ref. No. RFP ref no-202015 dated 18-03-2016 for implementation of the project of e-Tds with centralized monitoring system.

We, _____ (Company) hereby undertake to indemnify Bank of Maharashtra (Bank) for any cost, loss, or consequences resulting from any loss or damage that the Bank may sustain on account of any violation of patents, IPR, trademark etc., by the Company in respect of equipments, components, software, etc. supplied under the above referred RFP. Further the Company shall fully indemnify the Bank against all losses claims, penalties, proceedings, costs, expenses, damages and for the consequences resulting thereto incurred/ sustained as a result of any material breach by the Company.

Yours faithfully,

(Authorized Signatory and Company Stamp)

Full name and Designation of Authorized Signatory

Date:

ANNEXURE – 6

AUTHORISATION LETTER FORMAT TO SUBMIT THE BID DOCUMENT

To

The Dy. General Manager (I T),
Bank of Maharashtra,
Department of Information Technology,
Head Office,
1501, Lokmangal,
Shivaji Nagar
Pune – 411 0005

Dear Sir,

SUB: Authorization Letter for submitting bid documents, participating in the Bid .

REF: YOUR RFP ref no. RFP 202015 dated 18-03-2016

This has reference to your above RFP for implementing the project for e-tds with centralized monitoring system, Mr/Mrs/Miss _____ is hereby authorized to submit the Bid Documents, participating vide RFP Ref. No. **202015 dated 18-03-2016** on _____ on behalf of our organization.

Xerox copy of Power of Attorney (P/A) of the person authorizing such person is duly submitted.

He/She is also authorized to participate in the process of submitting Sealed Bids, and to quote price for Bids and take decisions on behalf of the company till RFP process is completed.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

(Xerox copy of P/A of Authorized Signatory/ Authority is to be submitted)

ANNEXURE - 7**SCOPE OF WORK**

The expected functionality is explained under Proposed Functionality:

Terminology:

| | |
|--------------|------------------------|
| e-TDS | Tax Deducted at Source |
|--------------|------------------------|

Functionality of Existing System:

- The Bank is providing a flat file on quarterly basis in respect of the TDS on Interest paid/credited accrued on Term Deposits deducted by the system in Core Banking Software. After verification of the data, the branches are importing the data into the utility provided by the Bank/ XLS files for preparation of the e-TDS file, using the RPU of M/s NSDL or outsourcing the services for preparation of the e-TDS returns.
- The details of the Vendors and the amount of AMC payable to them are maintained in XLS sheets, which the Bank wishes to bring under Vendors Management System.
- The Bank has implemented Centralized system for Payment of staff salaries long back. However; the same cannot handle the supplementary payments, recoveries etc., as required for computation of TDS on Salary.
- In case of Payment of Premises rent, Professional charges, Contract Payments, Commission etc., deduction of applicable TDS etc. is handled manually.

Now the Bank wishes to computerize all the above processes, which will support in Servicing of Interest on deposits, Contract Payments, Professional Charges, Vendors Payments/ Premises Rent Payment / Commission Payments from time to time and deduction of applicable TDS there on through a web based software which will cater to the needs of the Banks various Branches and Controlling Offices in preparation and filing of e-TDS returns which facilitates better monitoring and strengthens control mechanism.

Marks allocated in functional specification will be converted into 50 marks.

| Sr. No. | Functional specification | Complied Yes/No | Deviations If Any | Max marks |
|----------------|--|------------------------|--------------------------|------------------|
| 01. | ▪ Facility to store Bank's PAN | | | 01 |
| 02. | ▪ Branch Master: ○ Shall have provision to store the branch master data containing the Branch Code, BSR Code, IFSC Code, Branch TAN, Branch Name, Address, e-mail, Phone No etc., details of Person Responsible, provision For | | | 05 |

| | | | |
|-----|--|--|----|
| | <p>Address, Name of person responsible & PAN,ZAO Code , Assessing Officer, Ward, Circle etc., as per the e-TDS requirement</p> <ul style="list-style-type: none"> o Facility for linking various Branches to respective zonal office for Monitoring and carry out Administrative Functions like generation of various MIS /Reports / User Management. | | |
| 03. | <p>Vendor Master:</p> <ul style="list-style-type: none"> o The Vendor Master shall have facility to save the Name, Address, PIN code, Telephone, Fax, and Contact Person details with mobile number, Contract / Purchase Order No, date of Purchase Order, Total amount, Yearly AMC amount, amount liable to tax, Rate of TDS and next AMC due date, Mode of remittance like RTGS / NEFT, Vendors PAN, Bank Account No. Invoice details with date and amount. There should be facility to update the details of exemption certificates if provided by the vendor/payee and limit up to which exemption is granted. o The software shall record the payments done against each Invoice, containing the details of the Invoice Number, Invoice Date, Invoice Amount, date of Payment, Mode of Payment, TDS deducted thereon etc. It should be possible to generate Vendor wise Purchase Order wise payment / TDS details. | | 05 |

| | | | |
|-----|---|--|----|
| 04. | <p>Employee Master:</p> <ul style="list-style-type: none"> ○ The Employee Master shall have facility to capture Employee Number, PAN, Designation, Branch / office name, Branch / Office Code, Date of Joining the Present Branch, Residential Address, Phone Number, account number etc. ○ Any modification to the Employee Master shall be properly logged in Audit Log / Audit Trail. ○ If the employee is transferred, system shall have facility to record date of relief from the branch / office with proper flag for knowing the latest branch. ○ Importing of data from existing System | | 05 |
| 05. | <p>Salary Master:</p> <ul style="list-style-type: none"> ○ The Salary Master shall have facility to save the salary details of employees with employee no. financial year, month, Basic Pay, DA, HRA, CCA, Spl.Allow etc. along with the Perquisites values in respect of quarters, Furniture, Car etc. and details of the deductions such as Professional Tax, Investments under 80C to 80U and exemption u/s 10, for generation of Form 16 etc. There should be facility to include other incomes such as Income / Loss from house property, Income from other sources etc. All components of existing Salary / deductions shall be customizable for future requirements. ○ There shall be an option to upload the details of the salary paid. ○ Importing data from existing system in case implemented in between financial year. | | 05 |
| 06. | <p>Agent Master:</p> <p>Shall have facility to capture Employee No., Name, address, PAN etc. as specified above</p> | | 02 |

| | | | |
|-----|---|--|----|
| 07. | <p>Pensioner Master:</p> <ul style="list-style-type: none"> ○ Bank is liable for TDS on Pension Payments as in the case of Salary of employees, Necessary facility to capture Name, Address, PAN, SB Account number of the pensioners is required as per TDS provision applicable to senior citizens. Facility to punch the details for deduction u/s 80C to 80U. | | 05 |
| 08. | <p>Parameterization for Tax:</p> <ul style="list-style-type: none"> ○ Parameterization shall be available in the system for maintenance of the IT slabs for salaries for individuals, women and Senior Citizens financial-year wise and various TDS rates for payment other than salaries as specified by the CBDT and shall calculate the amount of applicable tax based on the parameterizations maintained in the system. ○ There shall be provision to indicate non-deduction or lower deduction in specific circumstances u/s 194A i.e. TDS on interest on deposit where Form 15G/15H or an appropriate Certificate for lower deduction is Submitted. ○ Facility for online submission of 15G /15H as per notification of Income Tax dept. should be available. ○ Parameterization for specifying higher rate of TDS in cases where PAN is not available and separately for Companies and Non-Companies shall be available. | | 10 |

| | | | |
|-----|---|--|----|
| 09. | <p>TDS Deduction Records:</p> <ul style="list-style-type: none"> ○ The software shall have facility for uploading of the TDS data extracted from Core Banking containing the details of the Deposit No, Interest Paid, TDS deducted, PAN, Name, Address and other customer details. ○ Provision shall also be available for uploading of Salary deduction details. ○ There shall be facility to edit / delete the TDS records and all such modifications shall require to be authorized by another supervisory user and logged in audit log. ○ The software shall have facility for uploading of the data where TDS is not deducted also as required. ○ There shall be provision for data entry of TDS details pertaining to Salary and Interest on Term Deposits, Commission, Rents, Contract payments and Professional fees etc., | | 12 |
| 10. | <p>Remittance of Tax & submission of e-TDS Returns:</p> <ul style="list-style-type: none"> ○ The software shall Compute and Generate TAN wise challan details separately for Companies, Non-companies and for each Section depending upon the Nature of Payment based on the data uploaded /entered in the system. ○ The system shall have link to the e-Payment gateway of the tin-NSDL. ○ The software shall update / link the details of the Challan with the relevant TDS records. ○ The software shall generate 24Q/26Q/27Q returns and form 27A. ○ There shall be facility to link to the tin-NSDL website for | | 15 |

| | | | |
|-----|--|--|----|
| | <p>uploading the TDS returns.</p> <ul style="list-style-type: none"> o Once e TDS return is filed acknowledgment number and date of filing should be captured and saved for the record o Software shall prompt a message for payment of TDS & filing of return before due date. | | |
| 11. | <p>Correction Records:</p> <ul style="list-style-type: none"> o Facility for generation of correction returns even for earlier Period. o Facility for downloading of the Consolidated TDS file from TRACES website shall be available. o The system shall also keep track of Correction Returns / Revised Returns filed at different times as such. o Facility to access TRACES- Software shall facilitate the access to TRACES website through Bank's server and support online correction return filing and downloading of Form 16A/16. | | 08 |
| 12. | <ul style="list-style-type: none"> ▪ Facility for validating the files with the FVU of NSDL by integrating the FVU in the software and updating the same in the system as and when required without any additional cost. ▪ Facility for resolving error generated during generation of FUV files. | | 03 |
| 13. | <ul style="list-style-type: none"> ▪ The formats of Forms 24Q, 26Q, 27Q and 27A as available at NSDL site and other Formats / Reports will be shared with the Selected Bidder. The software shall have facility to save the data as required to be furnished in various columns of these reports. | | 03 |

| | | | |
|-----|--|--|----|
| 14. | <ul style="list-style-type: none"> ▪ There shall be appropriate links to transaction files to reduce data redundancy. | | 01 |
| 15. | <ul style="list-style-type: none"> ▪ Any Compliance requirements for external / internal use shall be done free of cost. | | 02 |
| 16. | <ul style="list-style-type: none"> ▪ Reports: <ul style="list-style-type: none"> ○ Reports to facilitate Statutory Audit/Internal Audit/Tax Audit. ○ Shall be capable of generating Branch wise / Zonal Office wise for any particular branch or consolidated report in respect of the Branches mapped to it as per the user's choice and at HO for all Zones or for any particular Zone/Branch. ○ Branch shall be able to generate a letter on filing of e-TDS quarterly return confirming the same to their Zonal Offices. ○ Facility to view the status of filing of TDS returns by the controlling offices ○ The software shall generate a defaulters list on expiry of the due date and generates reminder letter to defaulting Branches/offices. | | 07 |
| 17. | <ul style="list-style-type: none"> ▪ Control and Monitoring: <ul style="list-style-type: none"> ○ Linking of the Branches to Zonal Office for Monitoring/Administrative functions. ○ Facility for creation / modification / deletion of Branch Users and re-setting of Passwords at Zonal Office level as well as centrally. ○ Proper Audit log in respect of Modifications in any of the Masters like Branch Master/ Vendor Master/ Agent Master/ Employee Master/ User Master/ Resetting of Password/Master | | 03 |

| | | | |
|-----|--|--|----|
| | for maintaining of the Tax Slabs etc., and any addition/ deletion/ modification of the records. | | |
| 18. | <ul style="list-style-type: none"> ▪ Help Desk: <ul style="list-style-type: none"> ○ The system shall have facility for display of help and to view manuals / guidelines in preparation of Regular/ Correction Returns/ Revised Returns and shall contain details of various topics relating to e-TDS Returns, procedure for preparation, rates of TDS, useful links etc. ○ There shall be facility for updating/ replacing of these documents to the system administrator. | | 03 |
| 19. | <ul style="list-style-type: none"> ▪ Changes in Annual Finance Act: <ul style="list-style-type: none"> ○ TDS Provisions are subject to amendments in the Annual Finance Act ○ Software should be capable of handling these changes /amendments without any additional cost to the Bank. | | 05 |

20. HARDWARE Requirements: (Optional)

Hardware solution should take care of:

a. Production

b. Testing/ Support/Development

c. Training

d. Disaster Recovery

1. Bidder has to specify the requirement of the server/s and connected hardware and system software for implementing their proposed solution as per the specification in RFP. (The details will include the specification of the Server, the operating system suggested and the RDBMS etc.)
2. Price of Hardware and System Software do form part of the Bid but it is kept optional. The Bank has its right to scale up/down the hardware specification based on the estimated business growth.

3. If bank provide Hardware and OS as specified by the bidder, the selected bidder will take up installation flawlessly on the said Hardware.
4. However the Bank has the option to install the application on Virtualization set up.

A CONFIRAMTION FROM THE VENDOR IS SOUGHT THAT THE PROPOSED APPLICATION IS COMPATIBLE.

Software requirements

1. Data Base software with necessary licenses for DC, DR and UAT setup.
2. Web server software with necessary licenses for DC, DR and UAT setup
3. E-TDS software which meets the functional specifications with necessary licenses for DC, DR and UAT setup.

ANNEXURE – 8

SOLUTION PROVIDER’S AUTHORISATION FORM

Ref. No. _____

Dated._____.

The Dy. General Manager (I T),
Bank of Maharashtra,
Department of Information Technology,
Head Office,
1501, Lokmangal,
Shivaji Nagar
Pune – 411 0005

Dear Sir,

Tender Reference No. RFP ref no-202015 dated 18-03-2016

We _____ who are established and reputed owner of
_____ having registered office at _____ and

do hereby authorize M/s _____ (Name and address of the Subsidiary/
Division/certified agent/authorized agent/reseller/partner/Agent/Dealer) to offer their
quotation, negotiate and conclude the Contract with you against the above invitation for
tender offer.

We hereby extend our full guarantee and performance assurance as per terms and
conditions of the tender and the Contract for the e-tds solution with centralized
monitoring system offered against this invitation for tender offer by the above firm.

Yours faithfully

(Name)
For and on behalf of
M/s _____
(Name of Manufacturers/ Solution Provider)

Note: This letter of authority should be on the letterhead of the owner of the solution and
should be signed by a competent person of the owner company.

ANNEXURE – 9

Performa of letter to be given by all the bidders participating in the RFP on their official letter-head.

To

Deputy General Manager
IT Department,
Bank of Maharashtra
Information Technology,
Head Office,
Lokmangal, Shivaji Nagar,
Pune – 411005

Sir,

Sub RFP 202015 - **“RFP Supply, Deployment Maintenance & Support of Centralized e-TDS System”**

Further to our proposal dated XXXXXXXX, in response to the RFP Document (hereinafter referred to as “RFPDOCUMENT”) 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 RFP DOCUMENT and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank which shall form a valid and binding part of the aforesaid RFP 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,

Authorised Signatory

Designation

Bidder’s corporate name

ANNEXURE - 10**(TERMS AND CONDITIONS COMPLIANCE TABLE)**

| Term No. | Description | Complied Yes/No | Page No. of Bid Document | Detailed explanation about deviation, if not complied |
|-----------------|---|------------------------|---------------------------------|--|
| 01 | Pre-requisite (qualification criteria) | | | |
| 02 | Power of Attorney from the Company to the Employee participating in the Bid | | | |
| 03 | Bid Security of Rs.1.00 Lakh | | | |
| 04 | Cost of RFP Rs.5,000/- | | | |
| 05 | Solution Provider's Authorization Letter (If applicable) | | | |
| 06 | Letter of Authorization to Bid | | | |
| 08 | Payment Terms | | | |
| 09 | Delivery, Installation and Commissioning | | | |
| 10 | Order Cancellation | | | |
| 11 | Termination Clause | | | |
| 12 | Liability Clause | | | |
| 13 | Liquidated Damages | | | |
| 14 | Penalty for delayed service | | | |
| 15 | Annual Maintenance Charges / ATS | | | |
| 16 | Warranty/ ATS/ AMC Guarantees | | | |
| 17 | Technical specification | | | |
| 18 | Force Majeure | | | |
| 19 | Scope Of Work | | | |
| 20 | Uptime | | | |
| 21 | Other terms and conditions | | | |
| 22 | Submission of Hardware & OS Details | | | |
| | | | | |
| | | | | |

We confirm compliance of all the above Terms & conditions strictly as per RFP without deviations except for the deviations mentioned above.

Signature of the Bidder
with Name and Company Seal

ANNEXURE - 11**(Details of Hardware and Operating Systems)**

All Bidders are requested to specify the **Hardware Sizing** to meet the above requirement for the next five (5) years.

| Sl. No. | Description | Qty. | Complete configuration / details |
|----------------|--|-------------|---|
| 01. | Hardware Specifications | | |
| 02. | Operating System Details | | |
| 03. | Any other requirement, please specify | | |

Name and Signature of Bidder

ANNEXURE – 12
Undertaking of authenticity

Sub: Supply, installation and Maintenance of Centralized E-TDS System Solution

Ref: Your RFP No. 202015 dated _____.

This has reference to e-TDS Solution being quoted to Bank of Maharashtra vide our Quotation No. _____ Dated _____

We hereby undertake that all the components/parts/assembly/software used in the Servers and other supplies under the above, like Hard disk, Monitors, Memory etc shall be original new components/parts/ assembly /software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system asked by Bank of Maharashtra in the purchase order shall be supplied along with the authorized license certificate (eg. Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorized source (eg Authorized Microsoft Channel in case of Microsoft Operating System).

Should Bank of Maharashtra require, we shall produce certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or Within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the servers and other supplies already billed, we agree to take back servers and other supplies if already supplied and return the money if any paid to us by Bank of Maharashtra in this regard and our EMD/BG get forfeited.

We (system OEM Name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our Authorised Service Centre/Reseller etc.

Authorized Signatory

Name:

Designation:

Place:

Date:

PS: (The above declaration has to be given by the company secretary duly Signed on the Letter Head of the Company)

ANNEXURE - 13**1. TURNOVER AND P&L DETAILS:****(Bidders have to submit Xerox copies of Audited Balance Sheet / P&L)**

(Amount in Rs.)

| Financial Year | Turnover | Profit and Loss |
|----------------|----------|-----------------|
| 2013-2014 | | |
| 2014-2015 | | |

2. Clarifications required iro. this RFP Terms and Conditions:(It is to be submitted in **word document** in the following **format**)

| Sl. No. | Clause No./ Page No. | RFP Term | Bidders Request for following Clarifications and Amendments | Banks Revised Amendment |
|---------|----------------------|----------|---|-------------------------|
| 01. | | | | |
| 02. | | | | |
| 03. | | | | |

3. Details of previous implementations:

| Sl. No. | Name of the Organization where e-Tds software has been implemented and maintained | Whether Bank/FI Yes / No | Documentary proof attached Yes / No | Ref. No. & Date of the proof submitted |
|---------|---|-----------------------------|--|--|
| 01. | | | | |
| 02. | | | | |
| 03. | | | | |

ANNEXURE – 14**COMMERCIAL BID FORMAT**

The bidder is required to quote for the charges based on the scope of work outlined in RFP

| Total Cost of Ownership (in Rupees) | | |
|--|---|-------------|
| S R | Description | Cost |
| 1 | Total One Time Cost for e-TDS Software implementation as per Table A | |
| 2 | Total One Time Cost for e-TDS Software implementation as per Table B | |
| 3 | Total Recurring Cost for e-TDS Software implementation as per Table C | |
| | Total Cost of Ownership for e-TDS Software | |

Please Note

1. The total cost of ownership will be taken into consideration for commercial evaluation
2. Bidder has to quote for all the components / services related to E-TDS software. If bidder does not quote for any component or services in the RFP required to run e-TDS software. The bidder will be liable for bearing the cost of such component or service and will have to deliver the same at no extra cost to the Bank.
3. Bidder has to provide cost breakup for each line item mentioned in above table as per the formats given below, the bidder is also required to provide further cost breakup for the components mentioned in the below tables.

Table A. Cost of Primary Site Hardware(s), System Software(s), Data Base etc. (in Rupees)

| Sr | Item | Unit Price | Quantity | Total Cost |
|-----------|--|-------------------|-----------------|-------------------|
| 1 | Hardware(s), Please give details like Make, Model No, Technical specifications like No. of processors, and cores etc.(Optional) | | | |
| 2 | System Software(s) like Operating System etc. (Please give brief details like Name, Version no. etc)(Optional) | | | |

| | | | | |
|---|--|--|--|--|
| 3 | RDBMS (Please give brief details like Name, Version no. etc) (Optional) | | | |
| 4 | Application Software (E-TDS Solution) | | | |
| 5 | Implementation Charges (installation, configuration, Training, Customization, Interface/s, Testing, Acceptance, Data Migration etc.) | | | |
| 6 | Any Other Cost, Please Specify | | | |
| | TOTAL | | | |

Table B. Cost of DR Site Hardware(s), System Software(s), Data Base etc. (in Rupees)

| Sr | Item | Unit Price | Quantity | Total Cost |
|----|---|------------|----------|------------|
| 1 | Hardware(s), Please give details like Make, Model No, Technical specifications like No. of processors, and cores etc. (Optional) | | | |
| 2 | System Software(s) like Operating System etc. (Please give brief details like Name, Version no. etc) (Optional) | | | |
| 3 | RDBMS (Please give brief details like Name, Version no. etc) (Optional) | | | |
| 4 | Application Software (E-TDS Solution) | | | |
| 5 | Implementation Charges (installation, configuration, Training, Customization, Interface/s, Testing, Acceptance, Data Migration etc.) | | | |
| 6 | Any Other Cost, Please Specify | | | |
| | TOTAL | | | |

Table C. Cost of Annual Maintains Charges / Annual Technical Support charges for Primary Site(in Rupees)

| Sr | Item | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total Cost |
|----|---|--------|--------|--------|--------|--------|------------|
| 1 | AMC / ATS for e-TDS Solution for Four years after expiry of Warranty | X | | | | | |
| 2 | AMC / ATS for all Hardware of e- TDS Solution for 2 years (post warranty) | X | X | X | | | |
| 3 | AMC / ATS for System Software, Database Software and any other licensed software for Four Years (post warranty) | X | | | | | |
| 4 | Any Other Cost, Please Specify | | | | | | |
| | TOTAL | | | | | | |

X – The cost is covered in the Warranty period and hence not AMC/ATS is applicable

PRICE STATEMENT

Grand Total for Bank of Maharashtra Offer requirement, for price comparison purpose:

5 years Total Cost of Ownership (TCO) for e- TDS Solution (including all taxes excluding Octroi & LBT) is Rs. _____ (in figures) Rupees

_____ (in words)

Signature _____

(name)

on behalf of

(Name of the bidder)

Annexure 15–SELF DECLARATION – BLACKLISTING

To

The Deputy General Manager IT

Bank of Maharashtra,

“Lokmangal”, 1501, Shivaji nagar, Pune – 411005

Dear Sir,

Sub: Supply and implementation of e- TDS software.

Ref: Bid Document No. dated

We hereby certify that, we have not been blacklisted by any Government Dept / PSU /Banks for non-implementation / non delivery of the order / not providing support currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

ANNEXURE - 16PRE CONTRACT INTEGRITY PACT**General:**

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

WHEREAS the BUYER proposes to procure Centralized E-TDS system software 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 i.e Centralized E-TDS System Software at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

Commitments of the BUYER:

- 1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe,

consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

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

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
 - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.

- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
- 5.1.1.** Bank Draft or Pay Order in Favor of **Bank of Maharashtra IT Department**
- 5.1.2.** A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.1.3.** Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required :-
- 6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the

Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

7. Fail Clause:

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

BIDDER
CHIEF EXECUTIVE OFFICER
(Office Seal)

(Office Seal)

Place _____
Date _____

Witness:
1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

Witness:
1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

ANNEXURE - 17**PROFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY**

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid up to

Amount of Bank Guarantee: Rs.

To,

Bank of Maharashtra,

Information Technology Department,

1501, Lokmangal,

Shivaji Nagar, 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 Shivaji Nagar, Pune 411 005, hereinafter called the Beneficiary, of the other Part.

- a) Whereas the Beneficiary had invited tenders for Supply, installation and Maintenance of Centralized E-TDS System Solution vide tender No dated
- b) One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs Lakhs (Rs. 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.
- c) M/s hereinafter referred to as the said 'Contractors' have given their offer for Supply, installation and Maintenance of Centralized E-TDS System Solution 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.

- d) At the request of the said M/s..... the Bank has agreed to furnish guarantee for

payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. Lakhs (Rupees 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 up to

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:

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

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

Signed, sealed and delivered by Mr./Ms.

For and on behalf of the Guarantor Do so and

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