

# **Bank of Maharashtra**

## **(One Family... One Bank... Mahabank)**

### **Request for Proposal For Supply, Installation & Maintenance of Biometric Fingerprint Capture Devices at various locations of Bank of Maharashtra**

**TENDER REFERENCE # RFP – 072021**



**बैंक ऑफ महाराष्ट्र**  
**Bank of Maharashtra**  
भारत सरकार का उद्यम  
**एक परिवार एक बैंक**

Head Office, 'LOKMANGAL'  
1501, Shivajinagar, Pune – 411 005

**NAME OF THE PROJECT: PLAN 2021-22– BIOMETRIC DEVICE PROCUREMENT**

**COST OF TENDER DOCUMENT: RS. 17,700/-**

## Table of Contents

<b>1.</b>	<b>INVITATION FOR TENDER OFFERS.....</b>	<b>7</b>
<b>2.</b>	<b>INSTRUCTIONS TO BIDDERS.....</b>	<b>10</b>
2.1.	Two Bid System Tender .....	10
2.2.	Qualification Criteria .....	11
2.3.	Terms and Conditions .....	11
2.4.	Non-transferable Tender .....	11
2.5.	Soft Copy of Tender document .....	11
2.6.	Offer validity Period .....	11
2.7.	Address of Communication .....	12
2.8.	Schedules of the Tender .....	13
2.9.	Pre-Bid Meeting.....	13
2.10.	Opening of Offers by Bank of Maharashtra .....	13
2.11.	Scrutiny of Offers.....	13
2.12.	Clarification of Offers.....	14
2.13.	No Commitment to Accept Lowest or Any Tender .....	14
2.14.	Online mode of bid submission: .....	15
2.15.	Documentation .....	15
2.16.	Submission of Technical Details .....	15
2.17.	Make, Models & Part numbers of the equipment.....	15
2.18.	Format for Technical bid .....	15
2.19.	Masked Commercial bid.....	17
2.20.	Format for Commercial bid.....	17
2.21.	Erasures or Alterations.....	17
2.22.	Due Diligence .....	17
2.23.	Alternative offers .....	17
2.24.	Location of delivery/installation .....	18
2.25.	Contract Period .....	18
2.26.	Costs & Currency .....	18
2.27.	Fixed Price .....	18

## Biometric Finger Print Capture Devices Procurement Plan 2021- 22

2.28.	No Negotiation.....	18
2.29.	Order Splitting .....	18
2.30.	Short-listing of Bidders .....	19
2.31.	Right to Alter Quantities .....	19
2.32.	Adoption of Integrity Pact: .....	19
2.33.	IT Act .....	20
2.34.	ISMS Framework.....	20
2.35.	Rate Contract .....	20
2.36.	Exchange Rate Variation (ERV).....	20
2.37.	Repeat Orders .....	20
2.38.	Aadhar ACT.....	20
<b>3.</b>	<b>SCOPE OF WORK.....</b>	<b>21</b>
<b>4.</b>	<b>QUALIFICATION CRITERIA.....</b>	<b>24</b>
4.1	Eligibility of the Bidder .....	24
4.2	Public Procurement (Preference to Make in India) [PPP-MII].....	25
4.3	Quality Standards.....	25
4.4	Bid Security Declaration .....	25
4.5	STQC Device Certification .....	25
4.6	Manufacturer's Authorization Form .....	25
<b>5.</b>	<b>TERMS AND CONDITIONS .....</b>	<b>26</b>
5.1	Performance Bank Guarantee (3%).....	26
5.2	Technical Inspection and Performance Evaluation .....	26
5.3	Payment Terms .....	26
5.4	Delivery, Installation and Commissioning .....	26
5.5	Completeness of Installation .....	27
5.6	Order Cancellation .....	27
5.7	Exit Option & Contract Re-negotiation .....	27
5.8	Service Continuity/ Contract Extension.....	28
5.9	Assignment.....	29
5.10	Intellectual Property Rights .....	29

## Biometric Finger Print Capture Devices Procurement Plan 2021- 22

5.11	Corrupt & Fraudulent Practices .....	29
5.12	Inter-working of Hardware and Software.....	30
5.13	Equipment Warranty.....	30
5.14	Annual Maintenance Charges .....	30
5.15	Spare Parts .....	31
5.16	Obsolescence.....	31
5.17	Repeated Failures .....	31
5.18	Violation of Terms .....	31
5.19	Termination .....	31
5.20	Effect of Termination .....	32
5.21	Acceptance Tests.....	32
5.22	Software Licenses .....	32
5.23	Liquidated Damages .....	33
5.24	Service Level Agreement .....	33
5.25	Penalty for Down time/Service Levels.....	33
5.26	Pre-dispatch Inspection/UAT .....	34
5.27	Indemnity.....	34
5.28	Publicity .....	35
5.29	Guarantees.....	35
5.30	Inspection and Quality control tests/check.....	35
5.31	Force Majeure .....	35
5.32	Resolution of Disputes .....	36
5.33	Non-Disclosure Agreement .....	36
5.34	Pre-Contract Integrity Pact .....	37
5.35	Severability.....	37
5.36	Amalgamation .....	37
5.37	Disclaimer.....	37
5.38	Application software and Drivers.....	38
5.39	Special Condition/s.....	38
5.40	Confidentiality .....	38
5.41	Compliance with All Applicable Laws.....	40

5.42	Limitation of Liability .....	40
5.43	Other Instructions .....	41
<b>6.</b>	<b>SCHEDULE OF ITEMS REQUIRED .....</b>	<b>42</b>
5.1	Schedule I – Hardware .....	42
<b>7.</b>	<b>ANNEXURE A: TENDER OFFER COVER LETTER .....</b>	<b>43</b>
<b>8.</b>	<b>ANNEXURE B: DETAILS OF THE BIDDER.....</b>	<b>44</b>
<b>9.</b>	<b>ANNEXURE C: DETAILS OF SERVICE CENTERS.....</b>	<b>45</b>
<b>10.</b>	<b>ANNEXURE D: TECHNICAL SPECIFICATIONS .....</b>	<b>46</b>
	<b>BIOMETRIC FINGERPRINT CAPTURE DEVICE.....</b>	<b>46</b>
<b>11.</b>	<b>ANNEXURE E: MANUFACTURER'S AUTHORIZATION FORM (MAF) ....</b>	<b>48</b>
<b>12.</b>	<b>ANNEXURE F: DETAILS OF TRACK RECORD .....</b>	<b>49</b>
<b>13.</b>	<b>ANNEXURE G: INSTALLATION RECORDS.....</b>	<b>50</b>
<b>14.</b>	<b>ANNEXURE H: COMMERCIAL BID FORMAT .....</b>	<b>51</b>
<b>15.</b>	<b>ANNEXURE J: FORMAT FOR PRE BID QUERIES .....</b>	<b>52</b>
<b>16.</b>	<b>ANNEXURE K: BID SECURITY DECLARATION.....</b>	<b>53</b>
<b>17.</b>	<b>ANNEXURE L: FORMAT A - COMPLIANCE AGREEMENT .....</b>	<b>54</b>
<b>18.</b>	<b>ANNEXURE M: NON DISCLOSURE AGREEMENT .....</b>	<b>55</b>
<b>19.</b>	<b>ANNEXURE N: ELIGIBILITY EVALUATION .....</b>	<b>58</b>
	<b>BID SECURITY DECLARATION ON STAMP PAPER OF RS.100 .....</b>	<b>58</b>
<b>20.</b>	<b>ANNEXURE O: PRE CONTRACT INTEGRITY PACT.....</b>	<b>59</b>
<b>21.</b>	<b>ANNEXURE P: UNDERTAKING OF INFORMATION SECURITY .....</b>	<b>65</b>
<b>22.</b>	<b>ANNEXURE Q: CHECKLIST FOR PRODUCT DOCUMENTATION .....</b>	<b>66</b>
<b>23.</b>	<b>ANNEXURE R: FORMAT FOR TECHNICAL EVALUATION .....</b>	<b>67</b>

24.	<b>ANNEXURE – S: GUIDELINES, TERMS &amp; CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION .....</b>	<b>69</b>
25.	<b>ANNEXURE T : INSTRUCTION FOR ONLINE TECHNICAL BID SUBMISSION</b>	<b>73</b>
26.	<b>ANNEXURE U : LIST OF ZONAL OFFICES OF BANK .....</b>	<b>75</b>
27.	<b>ANNEXURE-V- RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017 FOR TENDER PARTICIPATION .....</b>	<b>76</b>
28.	<b>ANNEXURE-W-MODEL CERTIFICATE FORMAT FOR TENDER PARTICIPATION TO BE SUBMITTED BY BIDDERS .....</b>	<b>78</b>

## 1. INVITATION FOR TENDER OFFERS

Bank of Maharashtra invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed manufacturers, authorized dealers of reputed credentials for Rate Contract for supply of 4,000 Nos. Of Biometric Authentication Devices (Devices) as per the detailed Scope of work (SOW).

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs. 17,700/- (Rs. Seventeen Thousand Seven Hundred only) including GST by demand draft / bankers cheque in favor of Bank of Maharashtra and payable at Pune.

### Bid Collection and Submission

<b>Tender Reference</b>	<b>072021</b>
Price of Tender copy	Rs. 15,000/- + Rs. 2,700/- (GST) = Rs.17,700/- *#(including GST)
Date of commencement of issue of tender document	20/10/2021
Date of closure of tender document	12/11/2021 up to 14:00 Hours
Bid Security Deposit (EMD)	Declaration on stamp paper of Rs.100 as per Annexure-K of RFP
Queries to be mailed by	28/10/2021 upto 17:00 hrs.
Queries to be mailed to	<a href="mailto:nishant.raai@mahabank.co.in">nishant.raai@mahabank.co.in</a> <a href="mailto:anwar.makandar@mahabank.co.in">anwar.makandar@mahabank.co.in</a> <a href="mailto:selva.durairaj@mahabank.co.in">selva.durairaj@mahabank.co.in</a> <a href="mailto:vijay.mankar@mahabank.co.in">vijay.mankar@mahabank.co.in</a>
<b>Online Pre Bid Meeting **</b>	30/10/2021 at 16:00 Hrs
Last Date and Time for receipt of tender offers	12/11/2021 up to 15:00 hrs.
Date of opening of technical bids	12/11/2021 at 15:30 hrs.
Date of opening of commercial bids	Will be informed to technically qualified bidders separately
Address of Communication	Deputy General Manager, Information Technology Bank of Maharashtra IT Department, Head Office, "Lokmangal" 1501, Shivajinagar PUNE – 411 005.
Contact Telephone Numbers	(020) 25614423 / 406
E-mail Id	<a href="mailto:nishant.raai@mahabank.co.in">nishant.raai@mahabank.co.in</a> <a href="mailto:anwar.makandar@mahabank.co.in">anwar.makandar@mahabank.co.in</a> <a href="mailto:selva.durairaj@mahabank.co.in">selva.durairaj@mahabank.co.in</a> <a href="mailto:vijay.mankar@mahabank.co.in">vijay.mankar@mahabank.co.in</a>
Website	<a href="http://www.bankofmaharashtra.in">www.bankofmaharashtra.in</a>

\*Tender copy price & EMD is compulsory to participate in bid process.

# Exemption for Price for Tender Copy & EMD for Eligible Bidders as mentioned under Eligibility Criteria.

\*\* Only the authorized representatives of the bidder (maximum 2 persons) who have either purchased the RFP document or are exempted from tender fee will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company. In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response.

Bidders have to purchase the tender document or must be having valid NSE/MSME certificate in order to avail tender fee exemption to participate in pre-bid meeting. Procurements for MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time.

Please note that the prospective bidder needs to purchase the tender document from the Bank and will be invited to attend the pre bid meeting on above date and time at Bank of Maharashtra, Head Office, Pune **(in case of exigency, Bank may conduct Pre-bid meeting through Alternate online channel)**. In case the prospective bidder downloads the document from website of the Bank, The cost of tender document should be paid along with the Bid response. However, in order to participate in the pre-bid meeting, that tender document must be purchased by the prospective bidder.

**The Bid security declaration must accompany all tender offers as specified in this tender document as a part of Technical bid. It should be in separate cover super scribed as “Bid Security Declaration”.**

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

Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document and it's all annexures.

Tender offers will be opened in the presence of the bidder's authorized representatives accompanied with authority letters and KYC, who choose to attend the opening of tender on the above-specified date, time and place. **In view of COVID-19 pandemic, bank has opted for online mode for bid submission and opening, the details of which shall be shared with bidders participated in Pre-Bid meeting and also on bank's official website i.e. [www.bankofmaharashtra.in](http://www.bankofmaharashtra.in)**

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



General Manager  
Information Technology





## About Bank of Maharashtra

Bank of Maharashtra is a nationalized bank with a standing of 86 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office.

The Bank has 1900+ branch offices across the length and breadth of the country. In the state of Maharashtra, the Bank has 1000+ branch offices, the largest network of branches by any Public Sector Bank in a state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of the Bank are networked and under Core Banking Solution.

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

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

## 2. INSTRUCTIONS TO BIDDERS

### 2.1. Two Bid System Tender

Technical and Eligibility Bid must be submitted with indexing at the same time, through online mode, giving full particulars on or before the schedule given above. Commercial Bid must be submitted separately and should give all relevant price information and should not contradict the TECHNICAL BID in any manner. In case Bank opts for reverse auction for Commercial evaluation, the commercial bid submitted through Online Mode shall not be opened and REVERSE AUCTION will supersede the Commercial bids. The decision on Reverse Auction shall be at bank's discretion and shall be intimated to technically qualified bidders only.

It may be noted that only Online mode of bid submission is acceptable. No offline bids shall be accepted at any cost by the bank.

Following two officers have been authorized to accept the tender documents

1. Shri. Nishant Rai, Manager- Head Office Pune
2. Shri Vijay Mankar, Senior Manager- Head Office Pune

**All the documents being submitted must be ensured for following:**

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

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

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

#### **ENVELOPE-I (Eligibility & Technical bid):**

The Eligibility & Technical bid should be complete in all respects and contain all information asked for, except prices. The TECHNICAL BID should include all items asked for in **Point No.5: SCHEDULE OF ITEMS REQUIRED**. The Technical bid should not contain any price information. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. For example, the Technical bid should mention that AMC charges are included in the Commercial bid, without mentioning the actual amounts in the TECHNICAL BID. A copy of Commercial offer with prices duly masked (without any indication of price) be submitted along with the Technical Bid.

#### **ENVELOPE-II (Commercial bid):**

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. The commercials submitted through online mode shall be in encrypted form and shall be opened only after result of Technical evaluation is declared.

**In case Bank opts for reverse auction for Commercial evaluation, the commercial bid submitted through Online Mode shall not be opened and REVERSE AUCTION will supersede the Commercial bids.**

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

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

## 2.2. Qualification Criteria

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

## 2.3. Terms and Conditions

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

## 2.4. Non-transferable Tender

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

## 2.5. Soft Copy of Tender document

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

The bidders who are submitting the bid by downloading from the Bank’s website will have to pay the non-refundable fee of Rs.17,700/- by way of a **demand draft** in favor of Bank of Maharashtra payable at Pune while submitting the bid.

## 2.6. Offer validity Period

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

## 2.7. Address of Communication

All communications related to this RFP must be addressed to the following office at the address given below:

**The Deputy General Manager  
Information Technology Dept.  
Bank of Maharashtra  
Head Office, “Lokmangal”  
1501, Shivaji Nagar , Pune – 411005.**

### Emails :

1. [nishant.rai@mahabank.co.in](mailto:nishant.rai@mahabank.co.in)
2. [selva.durairaj@mahabank.co.in](mailto:selva.durairaj@mahabank.co.in)
3. [vijay.mankar@mahabank.co.in](mailto:vijay.mankar@mahabank.co.in)
4. [anwar.makandar@mahabank.co.in](mailto:anwar.makandar@mahabank.co.in)

## 2.8. Schedules of the Tender

This tender comprises of following schedules:

Schedule Number	Name of Schedule	Components
I	Biometric Fingerprint Capture Devices	Supply, installation, commissioning & maintenance of Biometric Fingerprint Capture Devices along with all required drivers, supporting components as per scope of work
II	Annual Maintenance Contract Charges	Post warranty AMC charges for the devices
III	TCO	TCO sheet for identification of L1

**It is mandatory for the bidder to quote for all the three schedules & all the items in the schedules. Incomplete offers are liable for rejection.**

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

## 2.9. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP preferably **through online mode**. The queries of all the bidders should reach us in writing or over e-mail on or before on the address as mentioned above. The queries shall be submitted in forms given under **Annexure -J**.

Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website

Only the authorized representatives of the bidder (maximum 2 persons) who have purchased the RFP will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company.

**Pre-bid meeting through Virtual/Online Mode:** Considering the prevailing COVID situation Bank may hold the pre-bid meeting in virtual/online mode through video conferencing/virtual meeting solutions eg. Microsoft teams/Google Meet/Cisco Webex etc. The details of the meeting shall be shared only with the bidders who will submit their queries in prescribed format through mail to the designated mail ids on or before the due date and who have either paid the required tender fee or are eligible for exemption from tender fee under MSEs procurement Policy guidelines issue by Govt. of India.

## 2.10. Opening of Offers by Bank of Maharashtra

Tender offers received within the prescribed closing date and time will be opened through online mode on scheduled date and time on the same portal provided for online mode of bid submission.

## 2.11. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

**a) Eligibility Criteria :**

Bank of Maharashtra will first scrutinize the eligibility of the bidders as per “qualification criteria” mentioned in point no.3.1 of the RFP based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation.

**b) Technical evaluation:**

Bank of Maharashtra will scrutinize the offers. Bank of Maharashtra will determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. Only those bidders who qualify in technical evaluation will be short listed for commercial evaluation. The format for technical evaluation is enclosed as **Annexure-R** of this document. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents.

**c) Commercial evaluation :**

Bank of Maharashtra will open and scrutinize the commercial offers of the technically qualified bidders only. The Commercial bids will have to be submitted in the format as per **Annexure –H**. Commercial bids should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial bid submitted by the respective bidder. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial bid is found to be blank and not filled with any amount then it shall be considered as zero and the same will be offered to the Bank free of any charges.

**Bank reserves the right of selection of vendor through Online Reverse Auction also. The details of Reverse Auction process are given in Annexure -S for reference. In case, the bank opts for reverse auction, the sealed commercial bids submitted by bidders shall not be opened.**

Bank of Maharashtra will consider the Five years TCO (Total Cost of Ownership) for the purpose of price comparisons given by the bidders on the figures in the Schedule III of Annexure H. Only the details of Schedule-III will be read subject to verification after opening of commercial bids.

**Five Years TCO = {Cost of Equipment of all items as per schedule I + Two year post warranty AMC charges (As per AMC clause) schedule II }**

**2.12. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, Bank of Maharashtra may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

**2.13. No Commitment to Accept Lowest or Any Tender**

Bank of Maharashtra shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. Bank of Maharashtra reserves the right to make any changes in the terms and conditions of purchase. Bank of

Maharashtra will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

#### 2.14. Online mode of bid submission:

In view of COVID-19 outbreak, Bank has opted for technical bid submission through online mode, **the details of which shall be shared with bidders participated in Pre-Bid meeting and also on bank's official website i.e. [www.bankofmaharashtra.in](http://www.bankofmaharashtra.in)** The detailed instructions pertaining to Online mode of bid submission is annexed at **Annexure-T** of this RFP. The confirmation regarding the same shall be notified on Bank's website after Pre- Bid meeting along with reply of Pre-bid queries.

The bidders may submit their technical bids by uploading the required document on the portal specified in **Annexure-T** on or before the due date and time. The technical bid submitted via online mode shall be opened by the bank on scheduled date and time.

It may be noted that in online mode of bid submission, the bidder needs to submit the bid security declaration as per Bid security format (Annexure-K) on a non-judicial stamp paper of Rs. 100, Non-Disclosure Agreement (NDA) –Annexure-M (On stamp paper of Rs.500) and duly attested and signed copy of RFP along with corrigendum issued in physical form also.

**Bids submitted any other than online mode shall not be accepted.**

#### 2.15. Documentation

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

- Make and model numbers of all the items quoted for.
- Specifications of all items asked along with technical specifications table.
- Version number in case of software packages. It is required to indicate if the software requires any particular version of the operating system for compatibility.
- Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.

#### 2.16. Submission of Technical Details

It is mandatory to provide the technical details in the exact format of **Technical Details column** given in the technical specifications. *The offer may not be evaluated by Bank of Maharashtra* in case of non-adherence to the format or non-submission / partial submission of technical details as per the format given in the tender. **Bank of Maharashtra will not allow/permit changes in the technical specifications once it is submitted.** The relevant product information, brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer to the suggested checklist given in this document)

#### 2.17. Make, Models & Part numbers of the equipment

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

#### 2.18. Format for Technical bid

The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into **three parts** – the first part should contain the

## Biometric Finger Print Capture Devices Procurement Plan 2021- 22

documents supporting the eligibility of the bidder to participate in the tendering process as per the eligibility criteria mentioned in the RFP, the second part should contain the technical details of the proposed project and the third part should contain the technical brochures etc.

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

1. Index
2. Bid security declaration as per **Annexure-K**
3. Covering letter. This should be as per **Annexure A**.
4. Details of the bidder, as per **Annexure B**.
5. Compliance of eligibility criteria along with support documents in following format.
6. Technical bid with Specifications as given in **Annexure R**, complete with all the columns filled in.
7. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document from 4.1 to 4.28

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
4.1	Bid submission terms & conditions		
4.2	Technical Specifications of the devices along with all supporting components		
4.3	Payment Terms		
4.4	Pre-dispatch Inspection		
4.5	Delivery, Installation and Commissioning		
4.6	Completeness of Installation		
4.7	Order Cancellation		
4.8	Inter-working of Hardware & Software		
4.9	Acceptance Tests		
4.10	Software Drivers & Manuals		
4.11	Hardware Warranty		
4.12	Software/driver Warranty		
4.13	Annual Maintenance Charges		
4.14	Spare Parts		
4.15	Liquidated Damages		
4.16	Penalty for Downtime		
4.17	Device Failure		
4.18	Indemnity		
4.19	Publicity		
4.20	Application Software & Drivers		
4.21	Guarantees		
4.22	Force Majeure		
4.23	Resolution of Disputes		
4.24	Adherence with IT act		
4.25	Other conditions		
4.26	Non-disclosure Agreement		
4.27	Special Condition		
4.28	Pre contract integrity pact on stamp paper of Rs.500		

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

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



11. System software details.
12. Manufacturers' Authorization Form (if applicable) as per **Annexure E**
13. Details of Past installation, as per **Annexure F & Annexure G**
14. Details of support centers as per **Annexure C**
15. Valid BID security declaration in lieu of EMD (To be submitted along with the First Copy of Technical Bid Annexure-K.)
16. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
17. Annexure-W-Model Certificate format for tender participation to be submitted by bidders along with valid registration with competent authority.
18. All documentary evidence wherever required to be submitted be properly arranged.
19. Copy of the Commercial Bid duly masking the price column.
20. Soft copy of the Technical Bid

### 2.19. Masked Commercial bid

The bidder should submit a copy of the actual price bid being submitted to the bank by masking the actual prices as part of technical bid. This is mandatory. **The bid may be disqualified if it is not submitted.**

### 2.20. Format for Commercial bid

The Commercial bid must not contradict the Technical bid in any way. The suggested format for submission of Commercial bid will be the Commercial Version of Bill of Materials and Price Schedule (as per **Annexure H**). This must contain all price information, including AMC details. Bidder should also submit a statement that the bidder agrees with Payment terms given in the tender.

**The bidder must quote for ALL the items mentioned in schedules I and AMC Charges (schedule II) and also fill up the TCO for L1 (Schedule III)**

### 2.21. Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. Bank of Maharashtra may treat offers not adhering to these guidelines as unacceptable.

Bank of Maharashtra may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and Bank of Maharashtra reserves the right for such waivers

### 2.22. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the Bid Document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which the Bank shall not be held responsible. Any decision taken by Bank as to completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question / challenged by the Bidder(s).

### 2.23. Alternative offers

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

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

#### 2.24. Location of delivery/installation

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

#### 2.25. Contract Period

The period of contract for all the devices shall be 5years i.e. 3 Years Warranty & 2 Years On-Site Comprehensive AMC. However the decision of entering into AMC for all the hardware/s shall be at Bank's discretion.

#### 2.26. Costs & Currency

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

1. Cost of the equipment
2. Installation and commissioning charges, if any,
3. Minimum of three-year comprehensive on-site warranty covering all parts & labor. **This period will start from the date of acceptance of last installation by Bank of Maharashtra.**
4. Two years post warranty AMC.
5. Transportation and Forwarding charges to the site.
6. In addition to transit insurance normal electronic equipment insurance should be available up to installation or up to 30 days from date of delivery whichever is earlier.
7. Prices quoted are Inclusive of all Taxes/ levies and exclusive of GST. GST shall be paid on actual basis

#### 2.27. Fixed Price

The Commercial bid shall be on a fixed price basis, inclusive of all other taxes and levies at site as mentioned above except octroi/ LBT. Only GST shall be payable extra as applicable. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted.

#### 2.28. No Negotiation

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as the final selection of L1 bidder would be on the basis of TCO.

#### 2.29. Order Splitting

With a view to reducing the risks of delay in the project implementation, Bank reserves the right to split the order approximately in the ratio of 60:40 between the bidders offering the lowest TCO (L1), the bidder offering the second lowest total price (L2) provided the difference in total price between L1 and L2 is less than or equal to 10 percent. If L2 accepts the purchase order in writing, within 5 working days, the Bank will split the order in ratio of 60:40 between L1 and L2 (if L2 accepted the offer). However, the Purchase Order (P.O.) for L2 will only be at the rate offered by L1.

If L2 do not accept the purchase order in writing within 5 working days, then purchase order will stand automatically cancelled and Bank will offer the 40% share of order to L-3 bidder provided that the total price difference between L1 and L3 is less than or equal to 10 percent and also L-3 accepts the price of L-1 line itemwise.

L2 or L3 in the event of splitting of order are required to match their item wise prices with L1. Under any circumstances, the splitting of order will not be between more than 2 bidders. Bank reserves the right to decide on the splitting of order.

Splitting will be done on a whole branch basis so that no two bidders will be required to share any order in one branch and as such the order may not be exactly split in the proportion mentioned. Invoking Splitting Clause is purely at Bank's discretion.

### 2.30. Short-listing of Bidders

Bank of Maharashtra will create a short-list of **technically qualifying bidders** and the **Commercial bids of only these bidders will be opened**.

### 2.31. Right to Alter Quantities

Bank of Maharashtra reserves the right to alter the proposed quantities (upto  $\pm 25\%$  variation within 180 days period from commercial bid opening) specified in the tender. Bank of Maharashtra also reserves the right to delete one or more items from the list of items specified in tender.

### 2.32. Adoption of Integrity Pact:

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure -O** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under-

<b>Name :</b> Arun Jha <b>Designation:</b> Secretary to GOI (National Commission for Scheduled Castes) <b>Email id :</b> <a href="mailto:arunjha01@gmail.com">arunjha01@gmail.com</a>	<b>Name:</b> Umesh Vasant Dhattrak <b>Designation:</b> Officer of Public Sector Unit (Rashtriya Chemicals & Fertilizers Unit) <b>E-Mail id :</b> <a href="mailto:uvdhattrak@gmail.com">uvdhattrak@gmail.com</a>
---	---

--	--

### **2.33. IT Act**

The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 , its amendments or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

### **2.34. ISMS Framework**

The bidder shall abide by the ISMS framework of the Bank. Bidder shall abide by the ISMS policy and any other policy and subsequent procedures of the Bank.

### **2.35. Rate Contract**

Bank of Maharashtra reserves the right to enter into a rate contract with L1 and/or L2 and /or L3 for delivery of devices for any branches/offices including the branches/offices to be opened after order has been placed through this tender process. The validity of the rate contract shall be two year from the date of 1<sup>st</sup> PO Placement. The same technical specifications and terms of Commercial bid shall apply mutatis-mutandis to the order placed through the rate contract as specified through this tender. However during the validity of the rate contract, if there is downward revision of the prices beyond 10% of the price negotiated at the time of placing the order, Bank of Maharashtra reserves the right to re-negotiate the prices before placing the order. Bank also reserves the right to Place the order in phased manner.

### **2.36. Exchange Rate Variation (ERV)**

Exchange rate variation clause will be applicable for repeat order only. Prices accepted by Bank shall be increased or decreased in repeat order if the ERV is more than 5%. (The % will be calculated from date of submission of commercial offer and repeat order proposal). The price increase or decrease will be proportionate to difference more than 5%. i.e. if dollar variation is + 7% than prices will increased by 2%.

### **2.37. Repeat Orders**

Bank of Maharashtra reserves the right to place repeat order/s on the bidder within a period of two years from the date of placement of 1<sup>st</sup> PO or till the new RFP is floated The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.

### **2.38. Aadhar ACT**

The successful bidder must comply with Aadhar Act 2016. 2016 and the subsequent amendments as applicable to the products/services.

## 3. SCOPE OF WORK

Bidder is required to supply, implement, maintain and support Biometric fingerprint capture devices as per technical specifications mentioned below that can be integrated securely and seamlessly to Core Banking Solutions i.e. BANCs24 -2FA and other integrated applications e.g. HRMS, LLMS, EKYC , Intranet etc. from their branches/ offices.

The brief scope of work is given below:

- Client machines are accessing the applications CBS, other integrated applications e.g. HRMS, LLMS, EKYC , Intranet Bank's in house applications through a Web browser (Internet Explorer / Google chrome/Mozilla Fire fox) where the finger print devices will be used.
- These devices needs to be delivered and integrated across various zones of Bank PAN India.
- Devices supplied should also include drivers/packages/setup required to be loaded in Branches in order to use Biometric Devices. There should not be any application level dependency at the branch apart from biometric device connectivity. It should not clash with the other solutions / devices installed and used on machines.
- Integration of devices with existing set up for CBS and other integrated applications.
- Bidder would ensure that existing application functionality either at the branch or at central level is not disturbed due to connectivity of New Biometric Devices.
- Bidder should co-ordinate with existing BAS application vendor for seamless integration of Biometric Devices with BAS Applications.
- The proposed BAS devices should be able to support multiple browsers eg. Internet Explorer, Mozilla Firefox, Google Chrome etc.
- Vendor should provide Biometric Devices containing S/N and P/N (numbers). This is required for registration of Devices in BAS as well as RD Services. It would be responsibility of vendor to get all the devices registered with RD services as per bank's requirement.
- Biometric Device / Solution should have the feature of Live Finger Detection & De- duplication of Finger Print Capture.
- The devices should be connected to USB port in read only mode only.
- Biometric Devices should be compatible with UNIX, Linux & Microsoft windows platforms (i.e. Windows 2008 Server or above edition, Windows 7, Windows 10 including all OS builds), Mobile Platform (Android and Windows) and also on all future versions of the platform/OS.
- Devices supplied should be able to get integrated with various other portals/platforms provided by the Central/state Government time to time where Biometric devices are used e.g. Jeevan Pramaan, Karj Mukti Portal etc.
- The minimum requirements for image acquisition & verification should be in line with ISO/IEC 19794-4 standard (RBI guidelines).
- Except the Biometric Device driver, there should not be any requirement for loading any software/ license while plugging the Biometric Device.

- The Biometric Device driver should be API enabled to ensure compatibility with any application.

**Technical Specifications: Biometric Fingerprint Capture Device**

Sr. No	item	Required Specification
1	Make/Model No.	To be specified
2	Image Acquisition Requirements	PIV
3	Scan resolution pixels/centimeter (ppcm)	197
4	Scan resolution pixels/inch (ppi)	500
5	Pixel depth (bits)	8 bit 256 grey scale
6	Firmware level encryption	Yes
7	Enrolment and Verification (other than just the image of the finger being captured)	Live Swipe
8	Impression type	Live-scan plain / Live-Scan Contactless may be considered for verification.
9	Image Acquisition Area	Min.14mmX13mm
10	Light source dependability	No
11	High Resistance	To shock, abrasion and water
12	Algorithm should include	Image Quality Determination and feature generalization
13	Encryption of fingerprint template	Using unique foreign key
14	USB connectivity	Yes, USB 2.0, USB3.0
15	Capture mode	Plain live scan capture
		Auto capture with built-in quality check
16	Power	Through USB
17	Software API	Interface API and Data Dictionary to be shared with the bank and documentation to enable seamless integration with CBS BANCS 24 or any other system. Sample program which uses the device API may be required for integration testing.

## Biometric Finger Print Capture Devices Procurement Plan 2021- 22

18	Scanner and Supplier - STQC Certified	Yes, STQC level 0/1 Complaint
19	Technical Support Office	India
20	RD services	enabled
21	Warranty	3 Years Comprehensive onsite Warranty
22	Software/API/Drivers	The device should come with applicable APIs like image capture, template creation, encryption of template, matching two given templates, deduplication of a set of templates etc.



## 4. QUALIFICATION CRITERIA

### 4.1 Eligibility of the Bidder

- The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956/2013 and shall be in existence for the last Three years having a turnover of Rs. 15 crores per year in the last three financial years i.e 2018-19, ,2019-20 & 2020-21\*. This must be the individual Company's turnover and not that of any group of Companies. Copy of the certificate of incorporation should be enclosed as documentary proof.
- The Bidder Company should have made profit or should have positive net worth in at least two financial years out of last three financial years. i.e. 2018-19, ,2019-20 & 2020-21\*. A copy of relevant years' audited annual reports / financial statements shall be submitted with the offer in support of net sales turnover and profit.
- The bidder should have ISO 9000 / ISO 9001/ ISO 27001 or equivalent certification. The original manufacturer (OEM) should have ISO 9000 / ISO 9001/ ISO 27001 certification.
- The bidder should be the Original Equipment Manufacturer (OEM) OR its authorized representative in India. If the bidder is an authorized supplier of the Biometric Finger print capture devices, then the original manufacturer should also meet the turnover and financial criteria mentioned above and documentary proof to that effect should be enclosed.
- The bidder should have experience in supply and maintenance of devices to a minimum of 2 (two) reference sites for BFSI /PSU/Central /State Govt. sector/any Bank in India during the last 3 (three) years.
- The bidder should have supplied a minimum of 3,000 devices on cap-ex/op-ex model to any PSU / Government body /any Bank / Insurance / Financial Institution (BFSI) in the last 3 financial years (cumulatively) and these devices should be working with the software applications of the respective organizations in a satisfactory manner. Necessary certificates/credentials/PO (financial year wise) to that effect from the banks should be enclosed.
- The bidder should have support centers at minimum 40 locations where Bank's Zonal offices are located either own or through franchisee. List of Zonal Offices of the Bank are enclosed at Annexure-U across the country. List of such support centers with contact persons, telephone numbers and addresses should be enclosed.
- The Bidder should not have been blacklisted by any government organization / PSU/banks/insurance sector/Any regulators. Self-declaration to that effect should be submitted along with the technical bid.
- Adoption of pre-integrity Pact: Bidder shall submit Integrity Pact as per **Annexure O** on Rs. 500 Stamp Paper.

(\* If audit for the year 2020-21 is not completed, then provisional balance sheet for the year 2020-21 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company.)

Procurements through MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines



thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP. Exemptions regarding Tender document fees and EMD shall be available to the eligible MSEs. Guidelines issued as per PPP-MII (Public Procurement (Preference to Make in India), Order 2017) by Government of India will be followed for evaluation of the bids.

***Note-** In line with the contents of Order No. 6/18/2019-PPD (Public Procurement No.1) dated 23<sup>rd</sup> July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 for the “Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017, Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority. (Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)). For Details please refer Annexure-W of this RFP document.*

#### **4.2 Public Procurement (Preference to Make in India) [PPP-MII]**

Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 & Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP(BE-II) dated 28.05.2018, 29.05.2019 and 04.06.2020 , dated 16.09.2020, dated 13.05.2021 & dated 15.07.2021 and other subsequent amendments if any, to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India pursuant to Rule 153 (iii) of the General Financial Rules 2017 shall be applicable to bidders participating in RFP.

#### **4.3 Quality Standards**

Bank is looking for well-proven branded products, which is volume produced and are used by a large number of users in India / abroad. The survey reports of IDC will be taken into consideration by the Bank. All products quoted should be associated with specific model numbers and names and with printed literature describing configuration and functionality. Any deviations from the printed specifications should be clearly identified in a separate Annexure titled 'Deviations' which must be supplied by the bidder along with the offer document. Bank reserves the right to reject the bids in case of deviations

#### **4.4 Bid Security Declaration**

Bidders are required to give a **'Bid Security Declaration' (Annexure-K) to be submitted along with the Technical Bid mandatorily**

Please note that Offers made without Bid Security Declaration or declaration submitted in any other form will be rejected. The declaration must be submitted on non-judicial stamp paper of Rs.100 with authorized signatory and seal.

#### **4.5 STQC Device Certification**

The device quoted by the bidder Should be certified by STQC.

#### **4.6 Manufacturer's Authorization Form**

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

## **5. TERMS AND CONDITIONS**

### **5.1 Performance Bank Guarantee (3%)**

The successful bidder should furnish a Performance Bank Guarantee to the extent of 3% of the value of the contract within 30 days of the date of receipt of the purchase order/Indent. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 3 months. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract.

### **5.2 Technical Inspection and Performance Evaluation**

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

### **5.3 Payment Terms**

Bank of Maharashtra will make payment as follows:

1. 90 % of the order value will be paid on completion of installation and commissioning at the sites and acceptance of all equipment ordered. Bank of Maharashtra will make this payment 30 days after configuration and acceptance of the installation at the respective site. At this stage, the bank guarantee given to the bank will be returned to the bidder.
2. 9% of the balance 10% would be retained by the bank till the expiry of warranty period or will be paid against a Performance Bank Guarantee (as per the format prescribed by Bank of Maharashtra) for the 3% of Contract value valid for the warranty period+ 3 months. (total validity 39 months from the date of installation of last hardware.)
3. 1% of the amount would be given only after the warranty period of the hardware. In case of deficiency in service observed during the warranty period, the applicable penalty at appropriate rate shall be deducted from out of this amount held with the Bank and the balance shall be returned after the completion of the warranty period.
4. No advance payment will be made on award of the contract. The payment processing is done centrally at bank's Head office. The bidder should submit all bills / invoices to the contact indicated in the Purchase Order. The payment will be released within 30 days from respective month end upon submission of all required documents.

Payment will be processed and released centrally. Bidders have to submit all invoices, delivery challans, proof of delivery duly signed and stamped , installation reports etc. in order to get the payment released. Payment shall be released within 30 days of successful submission of all such relevant documents.

### **5.4 Delivery, Installation and Commissioning**

The Bidder shall be responsible for delivery and installation of the equipment ordered and for making them fully operational at no extra charge within 8 weeks of receiving the purchase order. The signing authority will be Branch Manager or Officer at the branch / office.

Bidder should co-ordinate with existing BAS application vendor for seamless integration of Biometric Devices with BAS Applications. Devices should also include drivers/packages/setup required to be loaded in Branches in order to use Biometric Devices. There should not be any application level dependency at the branch apart from biometric device connectivity. It should not clash with the other solutions / devices installed and used on machines.

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

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

Delivery may be staggered in phased manner as per bank's requirement. Bank shall provide instruction for staggered delivery in writing if required.

### 5.5 Completeness of Installation

The installation will be deemed as incomplete if any component of the devices, software, etc., or any documentation is not delivered or is delivered but not installed and/or not operational or not acceptable to Bank of Maharashtra after acceptance testing/examination.

In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire site will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 10 days.

### 5.6 Order Cancellation

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

1. Delay in delivery beyond the specified period for delivery.
2. Delay in installation beyond 10 weeks from the date of purchase order.
3. Serious discrepancy in hardware noticed during the pre-dispatch inspection.

In addition to the cancellation of purchase order, Bank of Maharashtra reserves the right to appropriate the damages by invoking suitable action as per Bid security declaration given by the bidder or foreclose the Performance Bank Guarantee if submitted by the bidder and/or foreclose the bank guarantee given by the supplier against the advance payment if any.

### 5.7 Exit Option & Contract Re-negotiation

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 30 days of receipt of purchase contract or agreed terms by Bank;
  - b. The selected bidder commits a breach of any of the terms and conditions of the contract.
  - c. The bidder goes into liquidation voluntarily or otherwise.
  - d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
  - e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.
  - f. Deduction on account of liquidated damages exceeds 10% of the total contract price.
  - g. Delay in delivery / installation / commissioning of hardware beyond the specified period for the same as mentioned in the order.
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
  3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
  4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
  5. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.
  6. Warranties:
    - a. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of the bank. The bidder shall execute any and all such documents as may be necessary in this regard.
    - b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
    - c. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
  7. During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new bidder to take over and continue to manage the services.
  8. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected bidders as would be required in the event of the shifting of the site

## **5.8 Service Continuity/ Contract Extension**

Vendor recognizes that all services as mentioned in this RFP document are vital to Bank and vendor agrees to provide continued services rendered by vendor or its OEM partners till the renewal of the contract after the contract expiry or till any other alternate solution is implemented by the Bank.

The clause is also applicable in case of termination of the contract before the expiry. In case of termination of the contract before expiry, the vendor agrees to provide services as mentioned in this RFP document till alternate arrangement is made by the Bank or 6 months, whichever is earlier.

## **5.9 Assignment**

The vendor agrees that the vendor shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including vendor's affiliate without the prior written consent of the Bank. If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the vendor under this RFP.

## **5.10 Intellectual Property Rights**

All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.

Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.

Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank

Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.

## **5.11 Corrupt & Fraudulent Practices**

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

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

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



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

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

### **5.12 Inter-working of Hardware and Software**

The bidder must integrate hardware, software and networking components supplied by him to make the system integrated and fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same except for the problems in the application software, if any. Under no circumstances will a problem/fault be blamed on the application software without sufficient cause and justification.

The bidder must also take necessary steps to successfully install all the software components supplied by him on the hardware supplied. Moreover, any relevant software patches that are required to be applied, to the system software to make it compatible with supplied hardware must be identified and installed from time to time during the warranty and AMC period.

### **5.13 Equipment Warranty**

The offer must include a minimum three years comprehensive on-site warranty. The Warranty in respect of all the locations would start from a single and uniform date i.e. from the Installation Date of last hardware of the last lot. In no case, there would be multiple warranty dates. Although the 90% payments are made in different lots after the successful installation and acceptance of the systems by Bank of Maharashtra at the respective locations, the date of commencement of warranty shall be considered as the installation date of last hardware of the last lot. On release of the last and final lot of 90% payment it would be presumed that the Bank has accepted the installation at all the locations. The performance guarantee of 3% of order value to be submitted for getting the final 9% payment released as per clause 4.4 above, should be for a period of three years covering the warranty period.

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the tender. Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, bidder shall maintain the systems and repair/replace at the installed site all defective components, at no charge to Bank of Maharashtra.

### **5.14 Annual Maintenance Charges**

**The bidder should provide post warranty AMC services for two years after expiry of warranty period. The cost of annual AMC to be quoted by bidder in commercial bid and the same will be loaded to the cost for arriving TCO & L1.**

The offer must give commitment to provide comprehensive onsite maintenance at the rates quoted as above for two years from the date of expiry of warranty. Bidders are expected to maintain the equipment supplied for at least five years from the date of acceptance by Bank of Maharashtra.

Bank of Maharashtra will pay AMC Charges in Indian Rupees at the end of each quarter for every quarter.

On expiry of the warranty period, it would be the Bank's discretion to award the A.M.C. to the bidder on existing or negotiated rate of Bank's choice.

During the warranty period and during the subsequent AMC period, the bidder would be required to maintain adequate spares/consumables locally to ensure prompt attendance to faults.

During warranty period all parts developing defects are replaceable at no cost to the Bank.

The process of signing AMC agreement will start well in advance and settlement of 1% payment & 3 % PBG will be done on the signing of AMC

AMC contract of two years will be concluded with performance BG equivalent to one quarter payment valid for 27 months.

Qualified bidder should submit back to back warranty with the Device OEM.

#### **5.15 Spare Parts**

Bidder/OEM should provide spare hardware details placed at their respective Depots. Bidder/OEM will make spare parts for the system available till the time of contract period as well as support period i.e. 3 years from time acceptance of the system. If the spare parts are not available or difficult to procure or procurement is likely to be delayed for replacement if required, the replacement shall be carry out with state of the art technology equipment of equivalent capacity or higher capacity at no additional cost to bank.

#### **5.16 Obsolescence**

The bidder will ensure that the stipulated Support and maintenance facilities on the hardware /software will be available for a minimum period of 5 years. The bidder will constantly update bank on new technologies that could prove cost effective.

#### **5.17 Repeated Failures**

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

#### **5.18 Violation of Terms**

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

#### **5.19 Termination**

- 1 The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason..
- 2 The Bank shall be entitled to terminate the agreement at any time by giving notice if:
  - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
  - b. The bidder (i) has a winding up order made against it; or  
(ii) has a receiver appointed over all or substantial assets; or  
(iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or  
(v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- 3 The bidder shall have right to terminate only in the event of winding up of the Bank.
- 4 **The Bank shall be entitled to terminate the contract in case of serious discrepancies observed in the services as mentioned in the Service Level Agreement giving at least 15 days prior notice to the bidder.**

#### **5.20 Effect of Termination**

1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the bidder.
3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

#### **5.21 Acceptance Tests**

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

#### **5.22 Software Licenses**

The bidder should provide all the required licenses for the devices/software supplied and deployed for the solution and the related manuals.



### **5.23 Liquidated Damages**

If there is a delay by the bidder in the delivery of the complete hardware and software as will be mentioned in the purchase order, the bidder will be liable to pay a sum of 1% (one percent) of the order value per site per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. In case the complete delivery is delayed beyond the scheduled delivery date, Bank of Maharashtra reserves the right to cancel the contract and return the partially delivered equipment, if any, at the cost of the bidder. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value.

Cumulative LD imposed for all the sites shall be subject to maximum of 10 percent of the total contract value.

Once the maximum is reached, the Bank may consider termination of the contract. Further, the Bank also reserves the right to cancel the order and invoke the Bank Guarantee/Performance Guarantees in case of inordinate delays in the delivery/installation of the equipment.

### **5.24 Service Level Agreement**

The selected bidder should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement (NDA). The selected bidder should execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order.

### **5.25 Penalty for Down time/Service Levels**

Bidder should provide facility of call (fault) logging through telephone, e-mail, FAX, web portal, etc. and bidder must submit call wise details monthly during warranty period and quarterly during AMC period along with invoice otherwise payment will not be released.

**Any equipment that is reported to be down by 3.00 p.m. on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) latest within two working days.**

In case bidder fails to meet the above standards of maintenance, there will be a penalty in rupees per day beyond permissible downtime limit.

The penalty for hardware failure/ malfunction of hardware/ software provided by bidder beyond the permissible downtime as above due to which the bank working is affected is given in below table.

Sl.	Item	Amount in Rs/day beyond permissible downtime
1.	Biometric Finger Print Capture device	200

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

During warranty period, the penalty would be recovered from the bidder from the 1% retention amount. If the 1% amount is not sufficient to recover the penalty, the bidder would be liable to pay

the penalty amount within a period of 15 days from the date of demand made by the bank through its branches/offices. If the bidder does not make the payment of penalty within the stipulated period, the bank is free to invoke the bank guarantee and recover the amount.

Total of such penalty mentioned herein shall be subject to maximum of 10 percent of the total contract value.

#### **5.26 Pre-dispatch Inspection/UAT**

Bank of Maharashtra and/or its nominated consultants will carry out factory/pre-dispatch inspection of all the equipment before its dispatch to Bank of Maharashtra.

Bidder shall inform its readiness for the factory inspection at least 8 days in advance. Factory inspection of the equipment to be supplied to Bank of Maharashtra will be carried out at bidder's factory/site located in India ONLY. There shall not be any additional charges for such inspection. However, Bank of Maharashtra will have the discretion to recover the costs related to travel and stay of its staff / consultants from bidder if the equipment offered for inspection is not as per Bank of Maharashtra's order or the bidder does not comply with the test and inspection procedures. It is expected that the equipment should be ready for inspection **within 4 weeks from the date of placing the order**. Refer to **Annexure I** for sample inspection procedure in detail. Only inspected and duly sealed equipment's should be dispatched to the locations, otherwise those are liable for rejection at the bidders' cost.

#### **5.27 Indemnity**

Bidder shall indemnify, protect and save Bank and hold Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- (i) an act or omission of the bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by the bidder,
- (iii) use of the allocated site and or facility provided by the bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subjected to limited agreed between the parties under clause 9.4 of the RFP.
- (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.
- (v) The bidder shall further indemnify Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 9.4 of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on Bank for malfunctioning of the equipment/s providing facility to Bank's equipment at all points of time, provided however,

- a. Bank notifies the bidder in writing immediately on aware of such claim,
- b. the bidder has sole control of defense and all related settlement negotiations,
- c. Bank provides the bidder with the assistance, information and authority reasonably necessary to perform the above, and
- d. Bank does not make any statement or comments or representations about the claim without prior written consent of the bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to Bank's (and/or its customers, users and the bidder's) rights, interest and reputation.

The successful bidder shall indemnify Bank and undertake to keep Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing, misconduct, fraud, misbehavior or violations of any laws committed by the bidder or its employees/ agents/ persons employed by third parties. The bidder shall, at their own expense, defend and indemnify Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.

The successful bidder shall keep Bank fully indemnified and making good against any loss, direct or indirect, which may subsequently turn into reputational loss to Bank.

The successful bidder should indemnify Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors
- Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the bidder as governed by IT Act 2000.
- the breach by the bidder of any of its obligations under confidentiality
- Non-compliance of the bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the bidder, its employees, and agents
- Breach of any terms of agreement document or Representation made by the bidder
- Act or omission in performance of service
- Loss of data due to the bidder provided facility

## **5.28 Publicity**

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

## **5.29 Guarantees**

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

## **5.30 Inspection and Quality control tests/check**

Purchaser's right to inspect, test and where necessary, reject the goods after the goods' arrival at the destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by Purchaser or its representative prior to the goods' shipment from the place of origin.

Nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

## **5.31 Force Majeure**

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable.

**Such events may include Acts of God, governmental act, epidemics, pandemic, flood, fire, explosion and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.**

If a Force Majeure situation arises, the Bidder shall promptly notify Bank of Maharashtra in writing of such conditions and the cause thereof within **fifteen (15) calendar days**. Unless otherwise directed by Bank of Maharashtra in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

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

### **5.32 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 disputes and differences of any kind whatsoever arising out of or in connection shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.*

### **5.33 Non-Disclosure Agreement**

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

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

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

The Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite

legal action. This will also mean termination of the contract and disqualification of the bidder in any future tendering process of the Bank.

Any information considered sensitive must be protected by the bidder from unauthorized disclosure or access.

Non-Disclosure Agreement to be signed by the authorized signatory at the time of submission of RFP as per **Annexure M**.

### **5.34 Pre-Contract Integrity Pact**

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

### **5.35 Severability**

- I. If any of the provisions of this RFP may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- II. In the event any court or other government authority shall determine any provisions in this RFP is not amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- III. In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

### **5.36 Amalgamation**

If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

### **5.37 Disclaimer**

The scope of work document is not an offer made by Bank of Maharashtra but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more



responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.

### **5.38 Application software and Drivers**

Bank of Maharashtra and/or the application software bidder will install the required application software and drivers on the systems. It is bidder's responsibility to co-operate with the application software development agency appointed by Bank of Maharashtra to ensure that the installation is successful. No changes in application systems will be made to suit the new hardware.

### **5.39 Special Condition/s**

1. The successful bidder will have to paste sticker "Supplied By M/s -----: Year 2021-22, on all the devices provided by them.

### **5.40 Confidentiality**

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

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

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

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

- (a) Relates to the Disclosing Party; and
- (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants
- (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the bidder to host Bank's equipment at the site

- (e) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable
- (f) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years
1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
  2. Unless otherwise agreed herein, use any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
  3. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
    - a) Take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
    - b) Keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
    - c) Limit access to such confidential information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the confidential information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the confidential information and materials in the manner prescribed in this document; and
    - d) Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of confidential information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
  4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
    - a) Immediately return all written confidential information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
    - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from confidential information relating to the Disclosing Party;
    - c) So far as it is practicable to do so immediately expunge any confidential information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
    - d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
  5. The restrictions in the preceding clause shall not apply to:

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

Bank at its sole discretion reserves the right to change/name another IEM.

#### **5.41 Compliance with All Applicable Laws**

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

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

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

#### **5.42 Limitation of Liability**



The bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, or otherwise), shall be at actual and limited to the Total Order Value.

The bidder's liability in case of claims against Bank resulting from willful misconduct or gross negligence of the bidder, its employees and sub-contractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

1. "Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgment or mistake of a person.

2. "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by the bidder as a part of procurement under the RFP.

In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP and subsequent agreement or the hardware or the software delivered hereunder, howsoever it is expressly agreed between the Parties that for any event giving rise to a claim which is attributable to the bidder, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.

The work agreement shall be principle to principle basis.

#### **5.43 Other Instructions**

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

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

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

## **6. SCHEDULE OF ITEMS REQUIRED**

### **5.1 Schedule I – Hardware**

Sr. No.	Item	Qty (No.s)
1.	Biometric Finger Print Capture device as per Scope of Work and Technical specification mentioned in this RFP	6000

**Note :-Bank reserves the right to alter the proposed new hardware quantities (up to  $\pm 25\%$  variation within 180 days period) specified in the tender. Bank of Maharashtra also reserves the right to delete one or more items from the list of items specified in tender.**

## **7. ANNEXURE A: TENDER OFFER COVER LETTER**

Date: \_\_\_\_\_

Tender Reference No.: \_\_\_\_\_

To:

\_\_\_\_\_  
\_\_\_\_\_

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver hardware, and software components as mentioned in schedule I of Schedule of items in conformity with the said tender documents in accordance with the Schedule of Prices indicated in the Commercial bid and made part of this tender.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

If our tender offer is accepted, we undertake to commence delivery within \_\_\_\_\_ (Number) days and to complete delivery, installation and commissioning of all the equipment as specified in the Contract within \_\_\_\_\_ (Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 3% of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer till 180 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

**We have separately quoted for the comprehensive on-site annual maintenance charges in the Commercial bid. The charges as such are expressed in terms of percentage to total hardware cost.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature: \_\_\_\_\_

(In the Capacity of ) \_\_\_\_\_

Duly authorized to sign the tender offer for and on behalf of

**8. ANNEXURE B: DETAILS OF THE BIDDER**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/ Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group)  2018-19 2019-20 2020-21*	
9.	Profit of the company (not of group)  2018-19 2019-20 2020-21*	
10.	Sales Tax Number/GSTIN	
11.	Income Tax Number	
12.	Whether direct manufacturer or authorized dealers/agent	
13.	Name and Address of manufacturer of desktops	
14.	Location of Manufacturing facility	
15.	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	
16.	Brief Description of after sales service facilities available with the bidder Please fill up Annexure C also.	
17.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	
18.	Integrity Pact	
19.	ISO 9000/9001/27001 certification	

**9. ANNEXURE C: DETAILS OF SERVICE CENTERS**

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

## 10. ANNEXURE D: TECHNICAL SPECIFICATIONS

### BIOMETRIC FINGERPRINT CAPTURE DEVICE

Sr. No	item	Required Specification
1	Make/Model No.	To be specified
2	Image Acquisition Requirements	PIV
3	Scan resolution pixels/centimeter (ppcm)	197
4	Scan resolution pixels/inch (ppi)	500
5	Pixel depth (bits)	8 bit 256 grey scale
6	Firmware level encryption	Yes
7	Enrolment and Verification (other than just the image of the finger being captured)	Live Swipe
8	Impression type	Live-scan plain / Live-Scan Contactless may be considered for verification.
9	Image Acquisition Area	Min.14mmX13mm
10	Light source dependability	No
11	High Resistance	To shock, abrasion and water
12	Algorithm should include	Image Quality Determination and feature generalization
13	Encryption of fingerprint template	Using unique foreign key
14	USB connectivity	Yes, USB 2.0, USB3.0
15	Capture mode	Plain live scan capture Auto capture with built-in quality check
16	Power	Through USB
17	Software API	Interface API and Data Dictionary to be shared with the bank and documentation to enable seamless integration with CBS BANCS 24 or any other system. Sample program which uses the device API may be required for integration testing.

18	Scanner and Supplier - STQC Certified	Yes, STQC level 0/1 Complaint
19	Technical Support Office	India
20	RD services	enabled
21	Warranty	3 Years Comprehensive onsite Warranty
22	Software/API/Drivers	The device should come with applicable APIs like image capture, template creation, encryption of template, matching two given templates, deduplication of a set of templates etc.



**11. ANNEXURE E: MANUFACTURER'S AUTHORIZATION FORM (MAF)**

No. \_\_\_\_\_ dated \_\_\_\_\_

TO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Tender Reference No. \_\_\_\_\_

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

We confirm that our company (as a single unit, not the group) has had a turnover exceeding Rs 15 crores of last three financial years (i.e. 2018-19 ,2019-20 & 2020-21). We also confirm that we made profit in last \_\_\_\_\_ financial years.

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

Yours faithfully,  
(Name)

For and on behalf of

M/s \_\_\_\_\_  
(Name manufactures)

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

**12. ANNEXURE F: DETAILS OF TRACK RECORD**

**Name of the Bidder** \_\_\_\_\_

Sl.No.	Name of the Client	Purchase Order/Indent Number & Date	Date of completion of delivery as per contract as well as Actual		Contact person • Name • Tel. No. • Fax No. • Address	Total amount of order
			As per contract	Actual		

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**13. ANNEXURE G: INSTALLATION RECORDS**

**Name of the Bidder** \_\_\_\_\_

Sl. No.	Name of the Client	Purchase Order/Indent Number & Date	Biometric Fingerprint Capture Devices		
			Peripheral type	Make, Model	Qty

#### 14. ANNEXURE H: COMMERCIAL BID FORMAT

##### Schedule I – Hardware items

Sr. No.	Item	Qty	Rate	Total
1.	Biometric Finger Print Capture devices as per Scope of Work and Technical specification mentioned in Annexure-D of this RFP	6000 no.s		
2.	RD services for Biometric Finger Print Capture devices for 3 years (Optional item at bank's discretion but part of TCO)	6000 no.s		
<b>TOTAL (SCHEDULE-I) WITH THREE YEAR ONSITE COMPREHENSIVE WARRANTY INCLUSIVE OF ALL OTHER TAXES DUTIES/ LEVIES EXCEPT GST</b>				<b>Σ Schedule I</b>
<b>TOTAL (SCHEDULE-I) IN WORDS</b>				

##### Schedule II – Annual Maintenance Contract Charges for Schedule I – Hardware

Sr. No.	Description	Qty	AMC rate per device (Rs.)	Amount
1	4 <sup>th</sup> year comprehensive on-site AMC	6000 no.s		
2	5 <sup>th</sup> year comprehensive on-site AMC	6000 No.s		
<b>TOTAL (SCHEDULE-II) INCLUSIVE OF ALL OTHER TAXES DUTIES/ LEVIES EXCEPT GST</b>				<b>Σ Schedule II</b>
<b>TOTAL (SCHEDULE-II) IN WORDS</b>				

##### Schedule –III - TCO for L1:

For arriving at the TCO, the following table will be considered:

Sr. No	Particulars	Amount in Actual Rupees
1	Total of Schedule – I (Hardware Items)	
2	Total AMC for Two Years (Schedule - II)	
<b>TOTAL COST OF OWNERSHIP FOR 5 YEARS (1+2)</b>		
<b>TOTAL COST OF OWNERSHIP FOR 5 YEARS (1+2) in words</b>		

Note:

- Bank reserves the right to alter the proposed new hardware quantities (up to  $\pm 25\%$  variation within 180 days period) specified in the tender. Bank of Maharashtra also reserves the right to delete one or more items from the list of items specified in tender.
- All the Columns in all the above tables of Annexure –H must be completely filled and should not be blank.
- The prices quoted must be fixed and inclusive of all taxes, charges and other duties (Excise duty, freight, forwarding, transportation, insurance, Maintenance & Support charges ,one resident engineer support charges(FM) and all other levies and charges) except GST which shall be payable at actual.
- In case of any discrepancy between amount quoted in figures and words, Amount quoted in words shall prevail.

## 5. ANNEXURE J: FORMAT FOR PRE BID QUERIES

### A) Queries Related to RFP

RFP 072021		Supply, Installation & Maintenance of Biometric Fingerprint Capture Devices at various locations of Bank of Maharashtra			
BIDDERS NAME					
Sr no	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions

### B) General queries Related to RFP

RFP 072021		Supply, Installation & Maintenance of Biometric Fingerprint Capture Devices at various locations of Bank of Maharashtra			
BIDDERS NAME					
Sr. No.		General Query related to RFP		Comment / Suggestions	

**15. ANNEXURE K: BID SECURITY DECLARATION**

(To be provided on non-judicial stamp paper of Rs.100)

To  
Deputy General Manager  
Information Technology Department  
Bank of Maharashtra

SUB: Bid Security Declaration

REF: YOUR RFP NO: \_\_\_\_\_ dated DD/MM/YYYY

Dear Sir,

This has reference to your RFP NO. \_\_\_\_\_ for Supply, Installation & Maintenance of Biometric Fingerprint Capture Devices at various locations of Bank of Maharashtra. We \_\_\_\_\_ (bidder Name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

1. The bidder withdraws/modifies his tender after processing date i.e. Last Bid Submission Date, but before acceptance of the PO issued by Bank.
2. If any statement or any form enclosed by us as a part of this bid turns out to be false/ incorrect at any time during the period of prior to signing of Contract.
3. In case of us becoming successful bidder and if:
  - 3.1 We fail to execute contract within the stipulated time.
  - 3.2 We fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.
  - 3.3 The bidder violates any of the provisions of the terms and conditions of this tender specification.

**Date:**

**Place:**

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Seal of Company:**

## **16. ANNEXURE L: FORMAT A - COMPLIANCE AGREEMENT**

We communicate our unconditional acceptance to the following terms and conditions of RFP No.072021

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 072021 for the hardware & software procurement.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
11. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

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

**Name:**

**Stamp:**

**Date:**

**Designation:**

**Place:**

**Organization:**

**Signature:**



## **17. ANNEXURE M: NON DISCLOSURE AGREEMENT**

(On stamp paper of Rs.500)

This Non-Disclosure Agreement is made and entered into at this \_\_\_ day of \_\_\_ 20\_\_ at Place \_\_\_\_\_

BY AND BETWEEN *Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 1501, 'Lokmangal' Shivajinagar, Pune – 411005, (hereinafter referred to as "Purchaser/Bank" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the ONE PART* and (Name of System Integrator) of (please specify the registered office of the (System Integrator) (hereinafter called "the System Integrator/Contractor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

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

WHEREAS, Bank called for the bids for engagement of System Integrator Supply, Installation & Maintenance of Biometric Fingerprint Capture Devices at various locations of Bank of Maharashtra ( $\pm 25\%$  of the total quantity ). M/s \_\_\_\_\_ after going through the Bid Documents and being interested to act as System Integrator and provide the services for Supply, Installation & Maintenance of Biometric Fingerprint Capture Devices at various locations of Bank of Maharashtra ( $\pm 25\%$  of the total quantity ) , has submitted its Bid.

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

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

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

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

- the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract;

- is the public domain
- (iii) is received from a third party not subject to the obligation of confidentiality with respect to such information;
- (iv) is released from confidentiality with the prior written consent of the other party.

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

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

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

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

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

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

The provisions hereunder shall survive termination of the Contract.

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

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

**18. ANNEXURE N: ELIGIBILITY EVALUATION**

Sl.	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
1	Certificate of Incorporation		
2	Balance Sheets – 2018-19 2019-20 2020-21* ( *If the Balance sheet is provisional, the CA of the company should certify the same under company's and their seal )		Turnover : Rs in Lakhs)
3	Profit figure 2018-19 2019-20 2020-21* (Should be in profit/having positive net worth in any two of preceding three years.)		Profit: ( Rs in Lakhs)
4	ISO 9000/9001/27001 certification of OEM and bidder		
5	List of 40 Support Centers across Zonal offices of the bank		
6	Necessary Certificates for experience in supply and maintenance of devices to a minimum of 2 (two) reference sites for BFSI /PSU/Central /State Govt. sector/Any Bank in India during the last 3 (three) years.		
7	Necessary certificates in lieu of supplying a minimum of 3,000 devices on cap-ex/op-ex model to any PSU / Government /Bank / Insurance / Financial Institution (BFSI) in the last 3 financial years (cumulatively)		
8	Self-declaration for being Not blacklisted		
9	Pre Contract Integrity Pact on Rs. 500 Stamp Paper		
	Bid security declaration on stamp paper of Rs.100		

## 19. ANNEXURE O: Pre Contract Integrity Pact

*"This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of month of \_\_\_\_\_ 2020, between on one hand, Bank of Maharashtra through authorized official Shri \_\_\_\_\_, General Manager, Information Technology Department, Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 15.1, 'Lokmangal' Shivajinagar Pune – 411005, (hereinafter called the "BUYER", which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the First Part*

*and*

*M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.*

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

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

*NOW, THEREFORE,*

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

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

*Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:*

### **Commitments of the BUYER:**

*1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.*

*1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any*

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

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

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

### **COMMITMENTS of BIDDERS**

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

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

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

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

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

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

3.6. The *BIDDER*, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the *BUYER* or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The *BIDDER* will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.



3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative; for this purpose would be as defined in Clause 6 of the Companies Act 1956/Section 2(77) of the Companies Act, 2013.

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. Sanctions for Violations:**

5.1. 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 :-

5.1.1. 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.

5.1.2. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit / Performance Bond (after the contract is signed), if any, shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.

5.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4. 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.*

*5.1.5. 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.*

*5.1.6. 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.*

*5.1.7. 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.*

*5.1.8. 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.*

*5.1.9. 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*

*5.1.10. 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.*

**6. Fail Clause:**

*6.1. 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.*

**7. Independent Monitors:**

*7.1. 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).*

*7.2. 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.*

*7.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.*

*7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.*

7.5. 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.

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

7.7. 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.

7.8. 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.

#### **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this act 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.

#### **9. Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is Pune.

#### **10. 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

#### **11. Validity:**

11.1. The validity of this Integrity Pact shall be from date of its signing and extend up to six 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.

11.2. 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.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER  
Name of the Officer  
Designation

BIDDER  
Chief Executive Officer  
(Office Seal)

# Biometric Finger Print Capture Device procurement-2021-22



IT Department  
Bank of Maharashtra  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

1 \_\_\_\_\_

(Name & Address): \_\_\_\_\_

2 \_\_\_\_\_

(Name & Address): \_\_\_\_\_

Witness:

1 \_\_\_\_\_

(Name & Address): \_\_\_\_\_

2 \_\_\_\_\_

Name & Address): \_\_\_\_\_”

## **20. ANNEXURE P: UNDERTAKING OF INFORMATION SECURITY**

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

To

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

Sir,

**Sub: RFP FOR Supply, Installation & Maintenance of Biometric Fingerprint Capture Devices at various locations of Bank of Maharashtra.**

We hereby undertake that the proposed devices AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address

Email and Phone

## **21. ANNEXURE Q: CHECKLIST FOR PRODUCT DOCUMENTATION**

**Note:**

1. Bidders are required to provide technical documentation for the items listed in Table below.
2. Availability of adequate, correct and relevant technical documentation is essential for evaluation of any offer.
3. Bidders are requested to provide original (not photocopies) copies of the documentation. In case the original copies are not available, bidders can provide clear readable photocopies.
4. Bidders to mark the column "Documentation Provided" with Tick mark ( ☒ ) or Cross ( ☐ ), as appropriate.
5. Bidder may add any other documentation, which will support their offer.

**Schedule I – Hardware**

Sl.	Item	Documentation provided
1.	Biometric Finger Print capture devices as per Scope of Work and Technical specifications as per Annexure-D of This RFP	<input checked="" type="checkbox"/> <input type="checkbox"/>

## 22. ANNEXURE R: FORMAT FOR TECHNICAL EVALUATION

### BIOMETRIC FINGERPRINT CAPTURE DEVICE

Sr. No	item	Required Specification	Offered (Yes/ No)
1	Make/Model No.	To be specified	
2	Image Acquisition Requirements	PIV	
3	Scan resolution pixels/centimeter (ppcm)	197	
4	Scan resolution pixels/inch (ppi)	500	
5	Pixel depth (bits)	8 bit 256 grey scale	
6	Firmware level encryption	Yes	
7	Enrolment and Verification (other than just the image of the finger being captured)	Live Swipe	
8	Impression type	Live-scan plain / Live-Scan Contactless may be considered for verification.	
9	Image Acquisition Area	Min.14mmX13mm	
10	Light source dependability	No	
11	High Resistance	To shock, abrasion and water	
12	Algorithm should include	Image Quality Determination and feature generalization	
13	Encryption of fingerprint template	Using unique foreign key	
14	USB connectivity	Yes, USB 2.0, USB3.0	
15	Capture mode	Plain live scan capture	
		Auto capture with built-in quality check	
16	Power	Through USB	

17	Software API	Interface API and Data Dictionary to be shared with the bank and documentation to enable seamless integration with CBS BANCS 24 or any other system. Sample program which uses the device API may be required for integration testing.	
18	Scanner and Supplier - STQC Certified	Yes, STQC level 0 Complaint	
19	Technical Support Office	India	
20	RD services	enabled	
21	Warranty	3 Years Comprehensive onsite Warranty	
22	Software/API/Drivers	The device should come with applicable APIs like image capture, template creation, encryption of template, matching two given templates, deduplication of a set of templates etc.	



## **23. ANNEXURE – S: GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION**

### **Introduction:**

This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

### **1. Rules for E Procurement Auction (Reverse Auction):**

#### **a. APPLICABILITY:**

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in Annexure-\_\_.
- iii. Any bidder not willing to submit **such** an undertaking shall be disqualified for further participation respecting the procurement in question.

#### **b. ELIGIBILITY:**

- i. Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

#### **c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:**

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
  1. Acceptance of Rules for Reverse Auction and undertaking as per format.
  2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
  3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction.

#### **d. TRAINING:**

- i. The Bank will facilitate training for participation in Reverse Auction through the service provider for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.
- ii. Wherever necessary, the Bank / service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.
- iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
- iv. Each bidder / bidder shall participate in the training at his / their own cost.

#### **e. DATE/ TIME FOR TRAINING:**

- i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
- ii. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the

Reverse Auction or the whole process of selection of bidder.

**f. DATE/ TIME OF REVERSE AUCTION:**

- i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.
2. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.
3. **Bank would not be liable for any failure of system, power failure, loss of internet connectivity, Inability to use the System, loss of electronic information, UPS failure etc.**

**a. CONDUCT OF REVERSE AUCTION:**

- i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- ii. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/ appointed/ empaneled by the Bank.

**b. PROXY BID:**

- i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is detrimentally reached by other bidders.
- ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
- iv. During training, the issue of proxy bidding will be clarified in detail by the service provider.

**c. TRANSPARENCY IN BIDS:**

- i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

**d. MASKING OF NAMES:**

- i. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.

**e. START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in ANNEXURE H OF RFP before the start of the bidding time of this document. Once the bidding time starts the system will show the TCO of ANNEXURE H OF RFP. This total value is taken as the start price of the bidding process.
- ii. **DECREMENTAL BID VALUE**
- iii. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.50,000/-.
- iv. The bid decrement value shall be in multiples of Rs. 50,000/-.
- v. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is,

- bids can be even at 2 or 3 lower levels than the immediate lower level).
- vi. Decremental value will be appropriated across the line items of ANNEXURE H OF RFP proportionately by the system.

**f. REVERSE AUCTION PROCESS:**

- i. The procurement process shall be completed through a single Reverse Auction.
- ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final quote as per ANNEXURE H OF RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the service provider by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the service provider. This should be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the Service provider to upload the faxed prices online. In case the required time is not available with the Service provider at the time of receipt of fax message, the Service provider will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

**g. EXPENDITURE ON REVERSE AUCTION:**

- i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.
- ii. Bidders shall participate in the training or mock auction at their own cost.

**h. CHANGES IN BUSINESS RULES:**

- i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

**i. OTHER INSTRUCTIONS:**

- i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.
- ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- iii. Neither Bank nor service provider can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

**j. ERRORS AND OMISSIONS:**

- i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all

concerned.

**4. Terms and conditions of Reverse Auction:**

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in **ANNEXURE H OF RFP** to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- k. Only those bidders who are technically qualified and competent to provide the required solution as per RFP 072021 are only eligible to participate in Reverse Auction Process.
- l. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.

**24. Annexure T : instruction for Online Technical Bid submission**

	Bid Submission Mode.	Through e-tendering portal <a href="https://eauction.auctiontiger.net/EPROC/">https://eauction.auctiontiger.net/EPROC/</a> (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
	Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents.	<p><b>e-Procurement Technologies Limited</b></p> <p><u>For Registration / Approval / DSC Verification:</u></p> <p>Phone Nos.: +91 - 79 - 350 221 80 / 67</p> <p>Cell Number: +91 - 63532 17080, +91-9099090830</p> <p>E Mail: <a href="mailto:info@abcprocure.com">info@abcprocure.com</a> , <a href="mailto:dsc@abcprocure.com">dsc@abcprocure.com</a></p> <p><u>for e-Tender Submission</u></p> <p>Cell Number: 9081000427 / 9904406300 / 9510812960 / 9510812971 / 9374519729</p> <p>e-mail : <a href="mailto:support@auctiontiger.net">support@auctiontiger.net</a></p> <p><u>for E Auction related Queries</u></p> <p>Cell Number: 9510813197 / 9879996111 / 9904407997</p> <p>e-mail : <a href="mailto:support@auctiontiger.net">support@auctiontiger.net</a></p>

**E-TENDERING:**

1. E-Tendering will be conducted on a specific web portal with the help of the Service Provider identified by the Bank.
2. Bank has decided to determine L1 through bids submitted on bank's E-Tendering website <https://eauction.auctiontiger.net/EPROC/>. Rules for web portal access are as follows:
3. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the

service provider at least two days before due date of submission and confirm back to bank.

4. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.

25. Annexure U : List of Zonal Offices of Bank

S no	Zone name
1.	DELHI
2.	LUCKNOW
3.	KOLKATA
4.	CHANDIGAD
5.	BHOPAL
6.	INDORE
7.	RAIPUR
8.	JABALPUR
9.	NOIDA
10.	AHMEDABAD
11.	SURAT REGION
12.	MCR
13.	MUMBAI SUBURB REGION
14.	THANE
15.	NAVI MUMBAI
16.	KOLHAPUR
17.	SOLAPUR
18.	SATARA
19.	PUNE WEST
20.	PUNE CITY
21.	PUNE EAST
22.	JAIPUR
23.	AHMEDNAGER
24.	AURANGABAD
25.	LATUR
26.	CHANDRAPUR
27.	NAGPUR
28.	AMRAVATI
29.	AKOLA
30.	NASIK
31.	JALGAON
32.	GOA
33.	BANGLORE
34.	CHENNAI
35.	HYDERABAD
36.	PATNA
37.	BHUBANESHWAR
38.	VIJAYAWADA
39.	ERNAKULAM



**26. Annexure-V- Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 for tender participation**

In line with the contents of Order No. 6/18/2019-PPD (Public Procurement No.1) dated 23<sup>rd</sup> July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 for the “Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority. (Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**27. Annexure-W-Model Certificate format for tender participation to be submitted by bidders**

To  
Deputy General Manager  
Information Technology Department  
Bank of Maharashtra

**SUB: Model Certificate for Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 for tender participation**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India as mentioned in Annexure- V of this RFP document.

I certify that We \_\_\_\_\_ (name of the firm) are not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

[Evidence of valid registration by the Competent Authority is attached]

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address

Email and Phone