

Bank of Maharashtra (One Family... One Bank... Mahabank)

Request for Proposal for Appointment of Consultant for augmentation of Core Banking Solution hardware and related components at Data Center, Disaster Recovery Center and Near Site

TENDER REFERENCE # RFP – 172021-22

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

COST OF TENDER DOCUMENT: Rs. 17,700/- (Inclusive of GST)

Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. RFP means the Request for Proposal no 172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS
3. Bidder means the respondent to the RFP document//Vendor/Supplier/Contractor
4. CBS means Core Banking Solution implemented in the Bank
5. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'
6. Bidder / Respondent//Vendor/Supplier/Contractor – signifies those who purchase this tender document and submits Response to it.
7. DC means Data Centre
8. DR/DRC/DRS means Disaster Recovery Site
9. NS/NLS means Near Site
10. DB means Database
11. PSB – Public Sector Bank
12. NSIC – National Small Industries Corporation Limited

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

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1. Introduction

About Bank of Maharashtra

Bank of Maharashtra is a nationalized bank with a standing of 87 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office.

The Bank has more than 2000 branch offices across the length and breadth of the country. In the state of Maharashtra, the Bank has 1100+ 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.

CURRENT HIGH LEVEL TECHNOLOGY ENVIRONMENT

Bank has 100% of its branches on Core Banking Solution – B@ncs24 (TCS). Bank has also implemented or is in the process of implementing a range of customer centric and other solutions which are as follows:

- ▶ Full suite of Core Banking Solution including Deposits, Advances and Trade Finance
- ▶ Payment systems like NEFT, RTGS, SWIFT, CTS, etc.
- ▶ Anti-Money Laundering solution
- ▶ Alternate delivery channels like ATM, Mobile Banking, UPI, Internet Banking
- ▶ Cyber Security Operations Centre
- ▶ Automated Data Flow
- ▶ Own ATM Switch & 1900+ ATMs & Recyclers
- ▶ A Two Factor Authentication Solution 'Mahasecure' for Internet Banking
- ▶ Mail Messaging system

The Bank has implemented Core Banking Solution B@ncs24, with TCS as the systems Integrator for the project. The Bank has also implemented various other related applications as part of the CBS project e.g. Forex & Trade Finance, Anti-Money Laundering (AML), Internet Banking, General Ledger, FTP etc. The Bank had also, as part of the CBS implementation project, put in place a hardware infrastructure designed to support business requirement for a period of Five years. Taking into account technology obsolescence and cost-benefit analysis, the Bank carried out CBS hardware Refresh in the year 2016 for all the core servers supporting the Core Banking Solution and related infrastructure providing storage functionality. The core infrastructure for the Core Banking Solution (CBS) is hosted at the Data Centre (DC) and Disaster Recovery Site (DR). The DC is hosted at Pune. The DRS is hosted at third party premise at Hyderabad. The Bank now envisages review of existing hardware infrastructure used for CBS and explore the possibility of upgradation /

virtualization in order to meet account and transactions growth to service its requirements. The existing contract with the CBS systems integrator, The Bank has already deployed various IT applications / products like Core Banking, Internet Banking, Mobile Banking, Own ATM Switch with 1800+ ATMs, RTGS / NEFT, Security Operations Centre, Automated Data Flow, Mahasecure etc. In addition to these, the bank proposes to implement several new IT projects on an ongoing basis depending on their needs and the changing technology and regulatory environment.

To provide suitable and appropriate technical consultancy services, Bank invites Request for Proposal from reputed institutions / professional firms / companies to assist the bank in providing services detailed more in the scope section of this document

2. Invitation for Tender Offers

Bank invites sealed tender offers (Technical bid and masked Commercial bid) from eligible, reputed manufacturers and / or authorized dealers 172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS as specified in Schedules of Requirement.

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) by demand draft / bankers cheque/NEFT/UPI in favor of Bank and payable at Pune.

The details for NEFT/UPI shall be shared with bidders on specific request through email.

Bid Collection and Submission Calendar

Tender Reference number	172021-22
Price of Tender Copy	Rs. 17,700/- * Inclusive of GST
Date of commencement of sale of tender document	16.02.2022
Last Date of sale of tender document	10.03.2022 at 14:00 hours
Queries to be mailed by	25.02.2022 upto 16:00 hours
Queries to be mailed to	agmitd@mahabank.co.in dccm@mahabank.co.in rajkiran.lalam@mahabank.co.in keshav.metkar@mahabank.co.in siva.devera@mahabank.co.in Nishant.rai@mahabnk.co.in
Pre-Bid meeting with Bidders	28.02.2022 at 15:00 hours
Last Date and Time for receipts of tender offers	10.03.2022 up to 14:00 hours
Time and Date of Opening of technical bids	10.03.2022 at 15:00 hours
Place of Opening tender offers	Deputy General Manger IT Bank of Maharashtra IT Dept., Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005
Address of Communication	As above
Earnest Money Deposit	1,00,000/-
Contact Telephone Numbers	Phone: 020 - 25614527 020 - 25614450

- **If any of the above dates fall on holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be next working of the Bank.**

*Tender copy price is compulsory to participate in bid process. Bidders have to purchase tender document 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 is 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. In case of bidders registered with The National Small Industries Corporation Limited (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme (Please refer to Annexure S).

Tender Document Cost can be remitted to following account for online mode of payments:

Bank Account No: 60058099506
Account Name: BANK OF MAHARASHTRA I.T. PAYMENTS
Bank IFCS Code: MAHB0001150
Branch name: Pune Main Branch
Branch Code: 1150
Branch address: Shivaji Nagar Pune

Bid Security declaration must accompany all tender offers as specified in this tender document. The same should not be mixed with Technical bid. It should be in separate cover to be handed over to the department.

Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same should not be mixed with Technical bid or other documents. It should be in separate cover to be handed over to the department. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.

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.

**General Manager
Information Technology**

3. Instructions to Bidders

3.1. Two Bid System Tender

The Technical Bid and Commercial bid must be submitted at the same time in **sealed envelopes**, giving full particulars, at the Bank's address given below, on or before the schedule date given in this document. All envelopes should be securely sealed and stamped. Information brochures should be distinctly separated from the other documents by way of separator sheets and submitted in an orderly and neatly bound manner.

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

Bank's address

Bank of Maharashtra
Information Technology Department,
"Lokmangal", 1501, Shivajinagar,
Pune – 411005

Following officers have been authorized to accept the tender documents

Shri. Keshav M, Sr. Manager- Head Office Pune

email ID: keshav.metkar@mahabank.co.in, Phone : 020-25614527

Shri Nishant Rai, Manager- Head office Pune

email ID: Nishant.raai@mahabank.co.in, Phone : 020-25614423

Shri Siva Devera, Manager- Head office Pune

email ID: Siva.Devera@mahabank.co.in, Phone : 020-25614352

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

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

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

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

ENVELOPE-I (Technical bid along with softcopy):

The Technical bid should be complete in all respects and contain all information asked for **except prices**. The TECHNICAL BID should include all items asked for in **Annexure N of this document**. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. **A photo copy of original**

Commercial offers with prices duly MASKED be submitted along with the Technical Bid.

Bank reserves the right to reject any bid submitted without masked commercial.

ENVELOPE-II (Commercial bid):

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

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

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

ENVELOPE-III (Bid Security Declaration):

Bidders are required to submit Bid Security Declaration format as per **Annexure E**.

3.2. Terms and Conditions

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

3.3. Soft Copy of Tender document

The soft copy of the tender document will be made available on the bank's website. However, Bank 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.

3.4. Non-transferable Tender

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

3.5. Offer validity Period

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

3.6. Address of Communication

Offers should be addressed to the following office at the address given below:

The Deputy General Manager
Information Technology Dept., 3rd Floor
Bank of Maharashtra
Head Office, "Lokmangal"
1501, Shivaji Nagar, Pune – 411005.

Emails:

- 1) dgmitd@mahabank.co.in
- 2) agmitd@mahabank.co.in
- 3) Keshav.metkar @mahabank.co.in
- 4) siva.devera@mahabank.co.in
- 5) nishant.raai@mahabank.co.in

3.7. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank 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 D**.

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 e.g. 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 and who have paid the required tender fee or eligible for exempted from tender fee as per MSEs procurement Policy guidelines issue by Govt. of India

Those bidders who have purchased the Tender Document will be allowed to attend the Pre-Bid Meeting.

3.8. Opening of Offers by Bank

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

3.9. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

c) Eligibility Criteria:

Bank will first scrutinize the eligibility of the bidders as per “qualification criteria” section mentioned in 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.

d) Technical evaluation:

The evaluation of technical proposals, among other things, will be based on the following:

1. Bidder's financial stability
2. Methodology/Approach proposed for accomplishing the proposed project.
3. Professional qualifications and experience of the key staff proposed/ identified for this assignment.
4. Prior experience of the bidder in undertaking projects of similar nature.
5. Activities / tasks, project planning, resource planning, effort estimate etc.

Various stages of technical evaluation are presented below:

1. Matching the clear eligibility criteria as indicated in Section
2. Short-listing of the bidders based on the criteria
3. Arriving at the final score on technical proposal after Presentation-cum-Interview

e) Presentation-cum-Interview

The bidders of this RFP have to give presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the bidders in consultancy on such projects. The technical competence and capability of the bidder should be clearly reflected in the presentation. If any short listed bidder fails to make such presentation, they will be eliminated from the selection process.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

The technical qualification cut – off to qualify for commercial evaluation process would be 70%. Bidder's scoring below the same would not be considered for commercial evaluation. However, Bank reserves the right to relax the criteria but not less than 50%.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

f) Commercial evaluation:

Only those bidders who have qualified after Technical evaluation will be eligible for the next stage of evaluation i.e. Commercial Evaluation. Bank reserves the right of selection of bidder either by opening of Commercial Bids of bidders or proceed with the selection

of bidder through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The details of Reverse Auction process are given in **Annexure I** for reference.

The Commercial will have to be reported in the format as per **Annexure L**. Commercial submitted after online reverse auction should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial submitted by the respective bidder post reverse auction. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial 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.

Only following bidders will be considered as eligible for reverse auction who satisfy following conditions:

1. Bidders found eligible as per qualification criteria defined by the bank
2. Bidders scoring 70% or more marks in technical bid evaluation

In case only one or two bidder participated in the tender process, reverse auction may not be conducted and the commercial bid submitted by the bidder will be considered.

Reverse Auction

The Bank shall conduct Online Reverse Auction (RA) and the bidders found eligible after technical evaluation will be able to participate in the RA. RA will be on total cost of (A+B) as per the commercial annexure and the price so obtained after closure of Reverse Auction shall be taken into account for Techno-Commercial Evaluation. The required Business Rule document shall be shared with the Technically Qualified Bidders before the start of Reverse Auction. Though Bank has provided details of Reverse Auction Business Rules in this documents, Business document submitted by Bidders before start of RA will be considered as final and binding on all parties. Bidders have to submit final itemized price to the Bank within 24 hours of closure of Reverse Auction process. Bank will appoint a Third Party service Provider for conducting Reverse Auction who will co-ordinate with eligible bidders. Bidders may have to procure digital certificates for participating in online reverse auction and all expenses incurred towards procurement of digital certificate will have to be borne by the bidders. Bidders will have to submit indicative commercials to the RA agency and RA will start with the lowest indicative commercial bid. The bidder with lowest indicative bid will be considered as L1 if no other bidder accepts the start price quoted by such bidder during RA.

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest.

Techno Commercial Evaluation:

The Scores will be calculated for all technically qualified bidders using the formula: -

$$S = \left(0.3 \times \frac{C_{\text{Minimum}}}{C_{\text{Quoted}}} \right) + \left(0.7 \times \frac{T_{\text{Obtained}}}{T_{\text{Highest}}} \right)$$

C Minimum – **Commercial Score Minimum Quote**

C Quoted - **Commercial Score Quoted**

T Highest – **Technical Score Highest Scored**

T Obtained -**Technical Score Obtained**

Technical will carry 70% Weightage and Commercial will carry 30% weight

In case of tie-up in Techno commercial evaluation score, the bidder scoring highest technical score will be declared H-1 bidder. The bidder will submit itemized prices as per commercial bid format within 24 hours after closure of Reverse Auction

Technical Scores of bidders will be sealed in presence of bidders and will be opened after Reverse Auction. Bidder must be present while sealing the technical scores otherwise Bank will not entertain any claims or queries of bidder post reverse auction.

3.10. Technical Evaluation Criteria

Technical criteria are classified under 3 heads - Credentials, People and Presentation. The table below highlights the parameters under the technical criteria and scoring methodology.

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
1 Credentials			
1.1	The Bidder should have experience on the following areas in the last 5 years: 1. RFP Preparation 2. Vendor Evaluation & Selection 3. Consultancy for hardware upgrade, fresh hardware procurement or hardware renewal consultancy 4. IT Project management Completed or on-going projects would be considered.	40	1. Full marks- if the bidder can demonstrate experience in any 3 or more areas for a public sector Bank or public sector insurance company with more than 1000 branches in India. 2. 20 marks- if the bidder can demonstrate experience in at least two areas for a Scheduled Commercial Bank with more than 1000 branches in India/ Insurance Firm in India with more than thousand branches / BFSI with more than 1000 branches in India or a Government entity or PSU in India. 3. Nil for others Documentary Evidence: Relevant credential letter OR Project Completion Letter OR Purchase Order Copy along with latest invoice
1.2	Number of Years in IT Consultancy (valid as on date of bid submission)	15	1. 15 Marks- if bidder is having experience of more than 5 years 2. 10 Marks- If the bidder is having experience of 3-5 years 3. 5 Marks- If the bidder is having experience of less than 3 years.

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
			Documentary Evidence: Self-declaration on the letter head signed by the authorized signatory.
	Sub-Total	55	
2 People			
	The VENDOR / CONSULTANT should have a pool of resources (at least 2 resources) in the below mentioned areas. The resources should have at least worked in the respective areas for at least 1 public sector bank in India or scheduled commercial Bank. The areas of expertise are :		
2.1	<p>The proposed Project Director should have Management Consulting experience of over 7 years and should have experience in</p> <ol style="list-style-type: none"> 1. CBS Contract Renewal 2. RFP Preparation 3. Vendor Evaluation & Selection 4. Data Centre Infrastructure/Hardware 5. IT Project management 6. Cyber Security 7. Networking <p>All past credentials for the individual will be counted irrespective whether the work done was in the existing organization or previous ones. The Bank at its discretion may validate the claims made by the individual. In the event such a claim turns out to be false the Bank may at its discretion either disqualify the bidder or may choose not to consider the Bank as a credential for scoring.</p>	15	<ol style="list-style-type: none"> 1. If proposed Key project Leader has more than 7 years of overall experience and have experience in any 3 or more areas out of 7 areas mentioned for Scheduled Commercial Bank with more than 1000 branches in India/ Insurance Firm in India with more than thousand branches / BFSI with more than 1000 branches in India Government/ PSU in India. - Full Marks 2. If proposed Key Project Leader having overall experience of between 5-7 years and have experience in any 3 or more areas out of 7 areas mentioned for a Scheduled Commercial Bank with more than 1000 branches in India/ Insurance Firm in India with more than thousand branches /BFSI with more than 1000 branches in India Government/ PSU in India. 10 Marks <p>Documentary Evidence: The bidder is required to submit a self-declaration along with the name of the clients where the Key project leader has worked in the past.</p>
	Sub-Total	15	
3 Technical	<p>Technical Presentation to the Bank's Evaluation Team covering Demonstration of in-depth understanding of the Bank's project requirements through the technical proposal supplemented by Presentation and interactions. Presentation should broadly cover</p> <p>a) Strategy articulation</p>	15	Subjective Evaluation based on the Bank's perception of the quality & applicability of the proposal and interactions held during presentation.

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
	b) Understanding the project & approach plan c) Team experience & strength d) Resources to be deployed for this project		
	Sub-Total	15	
	Total Marks	85	

Note:

The qualifying marks for the technical evaluation would be 70% (70/ 100) any bidder scoring less than 70% marks would not be considered and would be technically rejected.

1. Bidding on consortium basis will not be accepted. It is clarified that bids submitted as consortium shall be rejected.
2. In-case of corporate restructuring the earlier entities incorporation certificate, financial statements, credentials etc. can be considered
3. In case of business transfer where the bidder has acquired a business from an entity ("Seller") work experience credentials of the Seller in relation to the acquired business can be considered
4. Copies of all relevant supporting documents / certificates duly signed by the authorised signatory should be submitted along with the bid response.
5. Scheduled commercial banks or public sector banks do not include RRB's and cooperative Banks
6. Public sector banks / Scheduled commercial banks / insurance companies' / government entities / PSU refer to scheduled commercial banks / insurance companies' / government entities / PSU in India only.
7. Location for the project would be Pune and Hyderabad.

3.11. Online mode of bid submission:

In view of COVID-19 outbreak, Bank may opt for technical bid submission though online mode. The detailed instructions pertaining to Online mode of bid submission is annexed at **Annexure J** 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.

In case of online bid submission bidder shall submit their technical bids by uploading the required document on the portal specified in **Annexure J** 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.

In online mode of bid submission, bidder is required to submit the Bid security declaration (**Annexure E**), Non-Disclosure Agreement (NDA) **Annexure G** and duly attested and signed copy of RFP along with corrigendum issued in physical form also.

3.12. 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 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 brochures/other information etc.

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

1. Index
2. Covering letter. This should be as per **Annexure A**.
3. Details of the bidder, as per **Annexure B**.
4. Compliance of eligibility criteria along with support documents in following format.
5. Technical bid with Specifications as given in section 3.12, complete with all the columns filled in.
6. Project plan and Execution schedule.
7. Approach and Methodology for the proposed scope of work along with illustrative deliverables
8. Details of the similar assignments executed by the bidder.
9. (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished) Details of Past experiences, as per **Annexure C**
10. Details of inputs, infrastructure requirements required by the bidder to execute this assignment.
11. Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.
12. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
13. Bid Security Declaration (To be submitted in a separate envelope along with the First Copy of Technical Bid.) **Annexure E**
14. **Annexure F** : Format A - Compliance Agreement
15. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
16. All documentary evidence wherever required to be submitted be properly arranged.
17. Copy of the Commercial Bid duly masking the price column.
18. Proposed team profile **Annexure M**
19. Conflict of Interest Undertaking **Annexure O**

3.13. 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.**

3.14. Format for Commercial bid

The Commercial bid must not contradict the Technical bid in any way. The suggested format for submission of Commercial bid is as follows:

1. Index
2. Covering letter
3. Commercial Bid (as per **Annexure L**). This must contain all price information.
4. A statement that the bidder agrees with Payment terms given in the tender.

The bidder must quote for ALL the items mentioned in Commercial Bid Format and also fill up the TCO for L1 of Annexure L

3.15. 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 may treat offers not adhering to these guidelines as unacceptable.

Bank 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 reserves the right for such waivers

3.16. Location of Project Implementation

This tender is being floated by the Head office of Bank of Maharashtra. The Project Implementation location will be Pune for scope related to Data Center and bidder may require to visit DR Site Hyderabad for activities such as acceptance test. However, Bidder may be required to travel outside Pune and Hyderabad as part of project.

3.17. Costs & Currency

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

1. Consultancy Fees
2. All taxes and levies excluding GST.

3.18. Right to Alter Scope

Bank reserves the right to alter the proposed scope.

3.19. Contract Period

The period of contract for the consultancy shall be 11 Months.

3.20. Fixed Price

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

3.21. 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, Final selection of H1 bidder would be on the basis of TCO and Technical Score of bidder.

3.22. Short-listing of Bidders

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

3.23. 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 H** 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:

Shri. Arun Jha Email – arunjha01@gmail.com	Shri. Umesh Vasant Dhatrak Email -uvdhatrak@gmail.com
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3.24. 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 Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 / Amendment 2008 and subsequent amendment 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.

3.25. Aadhaar ACT

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

3.26. 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.

3.27. Repeat Orders

Bank reserves the right to place repeat order/s on the bidder under the same terms and conditions within a period of 12 months from the date of acceptance of purchase order by the bidder. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.

3.28. Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favour of Bank of Maharashtra and payable at Pune, (valid for 90 days from the due date of the tender) for amount highlighted in the tenders section as Earnest money Deposit (EMD) along with their offer. Offers made without E.M.D. will be rejected. Bank will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or by any scheduled commercial bank acceptable to Bank. In case of Bank Guarantee from other than Public sector banks prior permission of Bank of Maharashtra is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed as **Annexure P**. The EMD will not carry any interest.

Unsuccessful Bidders" Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per **Annexure T**.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of “Letter of appointment” issued by Bank.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- The EMD will be refunded to
 - The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee of amount specified in RFP document valid till the end of assignment period with additional claim period of 6 (Six) months.
 - The unsuccessful bidders, only after acceptance of the “Letter of Appointment” by the selected bidder.

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

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

3.29. Cancellation of Contract and Compensation

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

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month’s notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the

Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

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

3.30. Professional Fees

If any of the items/activities as mentioned in the price bid and as mentioned in **Annexure L** are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the bidder in the Price Bid against such activity/item. The bank shall be paying the professional fees, only on actual basis, for which consultancy services have been availed during the contract period. The Bank reserves the right to initiate any new projects during the period of contract and the bidder shall provide the services if the Bank so desires. The Bank shall also have the right to cancel any of the projects which have been mentioned in the Annexure L.

Description of the envisaged scope is enumerated as part of Section 4 of this RFP; however, the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions. The bidder needs to quote as per the Bill of Materials mentioned in Annexure L.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

3.31. Assignment

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

3.32. Subcontracting

The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank.

3.33. Conflict of Interest

bidder covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor/Contractor/Partner/Service Provider of the Bank during the duration of this Agreement unless express written authorization to do so is given by the Bank. A direct Contractor/Partner/Service Provider of the Bank for purposes of this Agreement is defined as any individual, partnership, corporation, and/or other business entity that engages in the business of providing services to the Bank which includes but not limited to System Integration, Annual Maintenance of Hardware/Software/Similar

nature, Other IT Solutions, Implementation, Operations and Management related Services.

The bidder is bound to the Bank's best interests during the term of this Agreement. He shall notify the Company of any possible or potential conflict of interest which may result from his other activities, and shall commence such other activities only after written approval of the Company which may not be unreasonably withheld.

The bidder shall not and undertakes not to, without the prior consent of the Bank, solicit and/or entice away any officer, director or employee of the Bank.

The bidder shall warrant and represents to the best of his/her knowledge he/she has no direct or indirect private interest (including corporate stockholdings or other business agreements and obligations) which is or may appear to be incompatible with the bidder's services under this Agreement.

4. Scope of Work

4.1. Objectives:

The Bank wishes to appoint competent Service Provider (VENDOR / CONSULTANT) or consultant for:

1. Review of Bank's Existing Hardware and Associated Infrastructure of CBS under the existing contract with SI.
2. Assist the Bank in drafting of RFP for refresh/ augmentation of Hardware and Associated Infrastructure for The Bank's Data Centre & Disaster Recovery Site and Near Site
3. Provide Assistance in Vendor Evaluation & Selection
4. Review and Validate Performance Benchmark Results & Hardware Acceptance Testing

4.2. Project Scope and Deliverables:

The broad scope of the Consultancy Assignment shall cover the following areas

The Bank requires the Consultant to analyze the existing architecture and configuration of the complete core banking solution (CBS) hardware deployed at the DC, DR and Near Site. Based on the current CBS IT footprint of the Bank and the projected business volumes, suggest a suitable, optimized and cost efficient hardware architecture, roadmap and sourcing approach for the Bank. Additionally, the Consultant is also required to assist the Bank in preparing an RFP based on the procurement model accepted by the Bank and assist in vendor evaluation, selection and contract finalization.

Thus, in order to achieve this objective, the Bank requires the Consultant to conduct at a minimum the following services:

4.2.1. Augmentation of the CBS Hardware

- i. Understand the management's overall goals and objectives and the short (2 years)/long (5 years) term projected business volumes of the Bank.
- ii. Current State Assessment of the Current CBS Hardware at the DC, DR and Near Site. This should cover the IT Infrastructure (CBS - Servers, Storage and Tape

Library, Network and Security Components (Core Router, Switches, Firewall, Load Balancer) encompassing environmental software such as Virtual Machines, Operating System and Database). Based on parameters like Number of transactions(TPS), Number of Accounts and Number of users. The number of accounts to be envisaged based on YoY growth and vision document of the Bank and any other parameters as per the best industry practices deemed fit for sizing evaluation

- iii. Prepare sizing estimates of hardware (server, storage etc.) in terms of TPS, load and volume data based on the existing infrastructure with an extrapolation for five years' business growth projection based on the data provided by the Bank team
- iv. Identify hardware and infrastructure which needs to be replaced / upgraded
- v. High Availability (HA) option for the existing servers and other components to be considered for the critical applications to avoid single point of failure.
- vi. Analyze the inventory information of the IT infrastructure such as Make/Model, Configuration, Utilization Level, Product Roadmap and aging. The Bank will furnish all the necessary information to the Consultant.
- vii. Suggest the IT infrastructure roadmap based on the above study for the short term (2 years) and long term (5 years) in line with the Business Projections. Bank is in process of Digital Transformation initiative. While designing the IT Infrastructure Roadmap, Bidder is required to consider the inputs and suggestions received from the team implementing Digital Transformation initiative.
- viii. Suggest suitable Procurement Options and assist the Bank in decision making.
- ix. Assist Bank in complying direction of its Bank's committees /Advisors /consultant during course of project.

Deliverables and Acceptance Criteria

Sr. No.	Deliverable	Acceptance criteria
1	<ol style="list-style-type: none"> 1. Kick Off Presentation/ Workshop 2. Provide a detailed report to the Bank covering: <ol style="list-style-type: none"> a. Current State Study Report hardware and associated infrastructure details at the DC, DR and Near site b. Suggested IT Roadmap covering Approach on sizing requirements and Procurement Options c. Recommendations on hardware and associated infrastructure that needs to be replaced / upgraded/Augmented along with associated justifications 	<ol style="list-style-type: none"> 1. Kick Off Presentation / Work Shop 2. Submission and acceptance of the report by the Bank.

4.2.2. Assist the Bank in drafting of RFP for refresh/ augmentation of Hardware and Associated Infrastructure for The Bank's Data Centre & Disaster Recovery Site and Near Site

The consultant will assist Bank in drafting the RFP and selecting the hardware and infrastructure system integrator as per CVC guidelines informed by the Bank. The creation of the RFP will be preceded by an extensive requirement gathering exercise aimed at effectively and precisely defining the scope of work of the System Integrator resulting in the creation of a tender document. The RFP should broadly comprise of the following:

- a. Scope of Work
- b. Terms & Conditions of the Project
- c. Payment Terms
- d. Service Levels & Penalties
- e. Sizing of Hardware Required
- f. Specifications of Hardware / infrastructure to be procured
- g. Defining the Eligibility criteria
- h. Designing of the evaluation methodology
- i. Framework for providing price bid
- j. Any other parameter required to achieve the roadmap finalized in the earlier phases / section

Deliverables and Acceptance Criteria

Sr. No.	Deliverable	Acceptance criteria
1	<ol style="list-style-type: none"> 1. Scope of work, service levels, sizing details 2. Technical specifications 3. Evaluation criteria 4. RFP document 	<ol style="list-style-type: none"> 1. Submission of the scope of work, service levels, sizing details 2. Submission of the technical specification document 3. Submission of the evaluation criteria 4. Submission of the RFP document

4.2.3. Provide Assistance in Vendor Evaluation & Selection

As part of the vendor evaluation and selection the bidder will:

- k. Assist the bank in publishing the RFP
- l. Respond to the pre-bid queries of the bidders
- m. Assist the bank in conducting the eligibility evaluation and short-listing
- n. Conduct a detailed technical evaluation of the eligible bidders
- o. Perform technical Bill of Material evaluation and normalization
- p. Assist the Bank in the technical short-listing
- q. Conduct a commercial bid evaluation of the technically short-listed vendors. Conduct price discovery/ market surveys to ascertain the price reasonability
- r. Assist the bank in short-listing the final vendor
- s. Provide inputs to the bank's legal team for defining the Service Level Agreements

- t. Adhering to relevant Procurement guidelines as defined and shared by the Bank

The Bidder shall deploy qualified, adequate and experienced resource, in respect of the project till its completion to ensure smooth delivery. The Bidder shall deploy resources with professional knowledge of the project.

Deliverables and Acceptance Criteria

Sr. No.	Deliverable	Acceptance criteria
1	1. Vendor evaluation & Selection a. Pre-bid responses b. Eligibility evaluation report c. Technical evaluation report d. Commercial evaluation report covering price reasonability e. Final vendor recommendation	1. Submission of the pre-bid responses 2. Submission of the eligibility evaluation report 3. Submission of the technical evaluation report 4. Submission of the commercial evaluation report 5. Submission of the final vendor recommendation

4.2.4. Review and Validate Performance Benchmark Results & Hardware Acceptance Testing

Bidder is required to assist the bank in reviewing and validating the Perform Benchmarking results provided by the selected bidder and perform hardware acceptance testing once the vendor is onboarding and the required hardware is implemented at the respective site.

As part of the scope the bidder will:

1. Review and validate performance benchmark results:
 - a. Work back with the Bank in defining the criteria for the performance benchmark in terms of:
 - i. Hardware configuration
 - ii. TPS
 - iii. Transaction mix for the benchmark
 - iv. Time period for OLTP and batch performance
 - b. Work back with the vendor for the site and performance benchmark readiness
 - c. Observe the performance benchmark conducted by the vendor
 - d. Review the report submitted by the vendor on the results of the performance benchmark and provide observations on the same.
2. Hardware acceptance testing:
 - a. Work back with the Bank in defining the hardware acceptance criteria for hardware and infrastructure supplied at the:

- i. Data center
- ii. Disaster recovery site and
- iii. Near site
- b. Work back with the vendor for the site and installation readiness
- c. Perform the hardware acceptance in terms of:
 - i. Power on check
 - ii. Configuration check
 - iii. Part number check
- d. Match the acceptance test results with the final bill of material
- e. Report any inconsistencies or observations
- f. Work back with the vendor to resolve the inconsistencies and observation
- g. Perform a one-time revalidation for closure of the reported inconsistencies and observation
- h. Provide a final report detailing the criteria, observations and final test results
- i. Work back with the bank and vendor for final acceptance and sign off
- j. Assist the Bank to finalize the Contract and stabilize the post implementation operations

Scope	Deliverables	Acceptance Criteria
Review and validate performance benchmark results	<ol style="list-style-type: none"> 1. Define performance benchmark criteria 2. Observations report on the review of the performance benchmark results provided by the vendor. 3. Assist the bank in final performance benchmark sign-off 	<ol style="list-style-type: none"> 1. Submission of the performance benchmark criteria. 2. Submission of the observations report on the review of the performance benchmark results provided by the vendor.
Hardware acceptance testing	<ol style="list-style-type: none"> 1. Define the criteria for hardware acceptance 2. Perform acceptance testing as per the defined and agreed criteria 3. Draft report on the hardware acceptance testing detailing the inconsistencies and observation 4. One-time revalidation for closure of the reported inconsistencies and observation 5. Final report detailing the criteria, observations and final test results 6. Assist the bank in final sign-off 	<ol style="list-style-type: none"> 1. Submission of the hardware acceptance testing criteria 2. Submission of the draft hardware acceptance report. 3. Submission of the final hardware acceptance report

Scope	Deliverables	Acceptance Criteria
Hardware go live	<ol style="list-style-type: none"> 1. Perform acceptance testing after the hardware is put to production as per the defined and agreed criteria 2. Draft report on the hardware acceptance detailing the inconsistencies and observation after the hardware put to go live. 3. One-time revalidation for closure of the reported inconsistencies and observation 4. Final report detailing the criteria, observations and final results after the hardware put to production. 	<ol style="list-style-type: none"> 1. Submission of the hardware acceptance after the hardware put to production. 2. Submission of the draft hardware acceptance report. 3. Submission of the final hardware acceptance report after the hardware put to production.

Bidder is required to submit Approach and methodology for the proposed scope of work along with Illustrative deliverables which should cover above

Project Team:

To implement the program and achieve desired objectives, bidder will be required to deploy project team at Bank's premise in Pune. The proposed team shall work with digital transformation team setup by Bank which will be guided by top executives of the Bank. Bidder may be required to involve subject matter experts during the tenure of project. Such SME may be called onsite as and when required. Bidder will have option to increase or decrease the onsite resources depending on status of project stages. However, bidder is required to maintain minimum number of resources on site. Bidder will be required to provide count of minimum resources available on site in the proposal.

Profiles should be provided by the bidder for all resources which will be working on the project in following format along with resume and client reference.

[1] Resource Designation	[2] Educational Qualification	[3] Length of experience	[4] Details of assignments done for Digital Transformation Projects covered under scope of current RFP	[5] Name and type/industry of Client for which assignment was done in column [4]
Eg. Team Lead	Full Time MBA and PMP	9 Years	Augmentation of CBS infrastructure	PSU Bank – ABC Bank

Bidder should provide above details covering all possible work experiences relevant to scope of this RFP documents along with supporting evidences in Technical Bid as the same would be used by Bank for technical scoring. Bank may cross check any of the references through any means. Bank may Cancel the Purchase Order,

Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case any reference/ experience/ certification/skill set is found to be inadequate/not genuine/forged, for any of the items above. Bank, at its sole discretion, may exercise any or all of the options against the Vendor

Bidder may be required to move resources from out Bank's project but resource should be released only after writtarn approval from Bank and resoruce of equivalent or higher skills level should be provided as a replcement.

The bidder must align their resources for this project that are sufficient and capable to execute project on time and with quality , not only for all agreed assignments during, but also a few new requirements that may come up dynamically (if any).

Human resources allocated to the project needs to be consistently available to the Bank for the duration of the engagement. bidder is responsible to ensure that there is no interruption in service, or delaying of committed timelines, due to unavailability of resources, at any time. Unavailability of resources may attract penalty.

Bidder's teams need to work in coordination and fruitful collaboration with Bank's Official and with Bank's existing Service Providers and other stakeholders.

Bidder's Team allocated for this project is expected to include broad level, but not limited to key profile roles. Each role may have multiple resources.

The proposed team shall be composed of experts and specialists in their respective areas of expertise such that the Consultant should be able to complete the Consultancy within the specified time schedule. The resource profiles mentioned above are tentative. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted.

Bidder may ramp up or ramp downs the resource for various milestones. However initial plan (resource projection from each activity) should be submitted along with the technical bid.

The proposed onsite resources are required to work from Pune Only

During the assignment, the project director/ leads and key personnel identified for the assignment should to continue their services exclusively for the Bank under this RFP till completion and the substitution of key staff will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation.

In such unavoidable circumstances, the selected bidder, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP. However, the Bank reserves the unconditional right to insist the selected Bidder to replace any team member with another (with

the qualifications and competence as required by the Bank) during the course of assignment pursuant to this RFP.

The Bank will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the bidder to the satisfaction of the Bank.

5. Qualification Criteria

5.1. Eligibility of the Bidder

- 5.1.1. The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956/2013 / The bidder must be a registered firm/ company//LLP/ trust/government owned organization/and shall be in existence for the last five years. Copy of the certificate of incorporation, copy of registration certificate should be enclosed as documentary proof.
- 5.1.2. The bidder should be in the line of Management Consultancy in India at least for a period of 5 years as on the date of this RFP. (In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account).
- 5.1.3. The Bidder should have a minimum turnover of at least Rs.50 crores (each year) in the past two years from Indian operations through consulting services. This must be the individual Company's turnover and not that of any group of Companies.
- 5.1.4. The bidder should have positive net worth in each of last 3 financial years FY 2018-2019, FY 2019-2020, FY 2020-2021
- 5.1.5. The bidder should have Office/Branch in Pune with consulting staff.
- 5.1.6. The Bidder shall not have been blacklisted by any government organization/State Govt./PSU/ banks. Self-declaration to that effect shall be submitted along with the technical bid.
- 5.1.7. The Bidder or its subsidiaries should not be engaged with the Bank for providing services like system integration; should not be a software / hardware solution provider/Facility Management services; should not be a product OEM as on the date of the RFP.
- 5.1.8. The Bidder should have experience of completing at least 1 project covering RFP Preparation, Vendor Evaluation & Selection and hardware refresh/ augment for at least 2 scheduled commercial banks / Insurance company with minimum 1000 branches in India. One out of the 2 scheduled commercial banks / Insurance company with minimum 1000 branches in India should be a public sector bank.
*Completed and Ongoing projects will be considered
- 5.1.9. The bidder should submit Pre-Contract Integrity Pact as per format provided in Annexure- H of the RFP. (A person/entity signing IP shall not approach the court while representing the matters to IEMs and he/she will wait their decision in the matter)

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 MSMEs.

Note- In line with the contents of Order No. 6/18/2019-PPD (Public Procurement No.1) dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23rd 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-R** of this RFP document

5.2. Preference for Public Procurement (Preference to Make in India):

Guidelines issued as per PPP-MII (Public Procurement (Preference to Make in India), 16th September 2020) by Government of India will be followed for evaluation of the bids.

6. Terms and Conditions

6.1. 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 6 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. The limit of PBG of 3 % is as per guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division (No. F.9/4/2020-PPD) dated 30th December 2021 which are applicable to all tenders/ contracts issued/ concluded till 31st March 2023. If the tenders/ contracts is not issued/ concluded till 31st March 2023, as per revised guidelines of GOI (if any) will be applicable with regards to PBG. In absence of any guidelines from GOI, the limit of PBG will be 10 %

6.2. Payment Terms & Project Timelines

Sr. No	Scope	Payment Terms (% Quoted has been arrived out of the cost quoted for the particular line item and not TCO)	Completion time-lines
1.	Augmentation of the CBS Hardware : Review of banks existing hardware and associated infrastructure	<ul style="list-style-type: none"> 20% on submission of draft report covering <ul style="list-style-type: none"> current state assessment of the hardware and associated infrastructure at the DC, DR and near site suggested IT Roadmap covering Approach on sizing requirements and Procurement Options\ recommendations on hardware and associated infrastructure that needs to be replaced / upgraded/Augmented along with associated justifications 20% on submission of above final report as per the scope 	<ul style="list-style-type: none"> Within 2 month of kickoff Meeting

Sr. No	Scope	Payment Terms (% Quoted has been arrived out of the cost quoted for the particular line item and not TCO)	Completion time-lines
		<ul style="list-style-type: none"> 60% on acceptance of above final report as per the scope 	
2.	Assist the Bank in drafting of RFP for refresh/ augmentation of Hardware and associated infrastructure for the Bank's Data Centre & Disaster Recovery Site and Near Site	<ul style="list-style-type: none"> 20 % on submission of the scope of work, service levels, sizing details 20% on submission of the technical specification document 20% on submission of the evaluation criteria 20% on submission of the RFP document 20 % acceptance to all above by the Bank and floating of RFP 	<ul style="list-style-type: none"> Within 2 months of Kickoff Meeting
3.	Provide assistance in vendor evaluation and selection	<ul style="list-style-type: none"> 10% on submission of the pre-bid responses 20% on submission of the eligibility evaluation report 30% on submission of the technical evaluation report 20% on submission of the commercial evaluation report 20% on submission of the final vendor recommendation 	<ul style="list-style-type: none"> Within 3 months of Kickoff meeting
4.	1. Review and validate performance benchmark results	<ul style="list-style-type: none"> 10% on submission of the performance benchmark criteria 70% on submission of the observations report on the review of the performance benchmark results provided by the vendor. 20 % on confirmation on compliance of observation 	<ul style="list-style-type: none"> Final benchmark review report to be submitted within 15 days post submission of the benchmark results report by the vendor
	2. Hardware acceptance testing	<ul style="list-style-type: none"> 20% on submission of the hardware acceptance testing criteria 30% on submission of the draft hardware acceptance report. 50% on submission of the final hardware acceptance report and acceptance of the same by the Bank 	<ul style="list-style-type: none"> Draft report to be submitted within 1 months from intimation of the installation of the particular hardware Final report to be submitted within 15 days from receiving comments from the Bank on the draft report.

The above stages and percentages are indicative the same could be discussed with successful bidder before execution of Service Level Agreement. The Bank may divide the payments proportionally for a phase based on number of deliverables based on focus area.

6.3. 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;
 - 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 Video Conferencing solution 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.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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 reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.

6.8. 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.
4. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
5. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

6.9. 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/Letter of Intent.

6.10. Penalty

Penalty for delay in the Service(s) rendered for each week of delay beyond the scheduled date or part thereof will be a sum equivalent to 0.25% (One Percent) of total project cost

for delay of one week or part thereof each time, subject to maximum of 10 % (Ten percent) of the total consideration. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost/TCO during implementation, Bank may consider termination of the contract or purchase order. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the bidder.

The overall LD during implementation will be to a maximum of 10% of the total cost of the project.

The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.

Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose.

However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.

Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.

Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.

6.11. Indemnity

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of 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 Bidder, (iii) use of the allocated site and or facility provided by Bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under clause 6.16 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) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 6.16 of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment/s at all points of time, provided however, (i) the Bank notifies Bidder in writing immediately on aware of such claim, (ii) Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of 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 the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

The Successful Bidder shall indemnify the Bank and undertake to keep the 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 Bidder or its employees/ agents/ persons employed by third parties. Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.

Successful Bidder shall indemnify the 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;

1. 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.
2. The breach by the Bidder of any of its obligations under Confidentiality,
3. Non-compliance of Bidder with Laws / Governmental Requirements
4. IP Infringement
5. Negligence and misconduct of bidder, its employees, and agents
6. Breach of any terms of agreement document or Representation made by Bidder.
7. Act or omission in performance of service.
8. Loss of data due to bidder provided facility.

6.12. Force Majeure

“Neither Party” will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, epidemic, pandemic, flood, fire, explosion, war, and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than Fifteen (15) consecutive days then bank may have the option to terminate the Agreement upon written notice of such termination to the other party.”

6.13. Resolution of Disputes

All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. In case of non- settlement, the higher authorities of both the parties will intervene and negotiate amicably. However, in case of non-settlement of such dispute, the matter 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. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English

6.14. 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. (Refer annexure)

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

6.15. 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 H**.

6.16. Limitation of Liability

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, tort or otherwise), shall be at actual and limited to the Total Order Value.

Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

1. "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 judgement or mistake of a person.

2. "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 bidder as part of procurement under the RFP.

Under no circumstances Bank shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

6.17. Confidentiality

This document contains information confidential and proprietary to Bank. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal action against the Bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the consultancy services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of Bank. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited

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

acquired from a third party to the extent it is acquired with the valid right to disclose the same.

- b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- c. The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- d. The confidentiality obligations shall forever between the bidder and the Bank.

6.18. 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 so 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.

6.19. Delays in Design, Implementation and Performance Guarantee.

The final short listed firm should submit a performance guarantee valid for contract period from the date of signing the contract with additional claim period of six months after expiry of validity period. The value of the performance guarantee will be 10% of the Total Project Cost.

The Bidder must strictly adhere to the project timeline schedule, for each assignment for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following at sole discretion of the bank.

- (a) Claiming Liquidated Damages
- (b) Termination of the agreement fully or partly

In addition to the termination of the agreement, Bank reserves the right to appropriate the damages by invoking the performance guarantee.

6.20.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.

6.21.Privacy and Security Safeguards

The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

6.22.Adherence to Terms and Conditions:

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

6.23.Other Terms and Conditions:

1. Bank reserves the right to:

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

2. **Substitution of Project Team Members:** During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise.

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

4. **Adherence to Standards:** The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities
5. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the bidder.
6. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.
7. **EXPENSES :** It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the “Agreed Professional Fee”.
8. The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank.
9. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.
10. The bidder is expected to quote for the prices of the services exclusive of applicable taxes like GST etc. as on the date of bid submission. The amount of applicable taxes should be given in the commercial as extra. Any upward / downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.

6.24. Terms of Payment

The price bid taken is only indicative and is taken for the purpose of arriving at a TCO for selection of the bidder only. For each project depending on the scope of work and effort involved the total cost for each project would be mutually worked out. The per man-day rate quoted in the Commercial Proposal (Annexure L) would be taken as the base for arriving the total cost for each project. The payment terms for each project would also be worked out for each project separately.

6.25. Authorized Signatory

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

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

6.26. Applicable Law and Jurisdiction of Court

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

6.27. No Employer-Employee Relationship

This agreement is on a Principal to Principal basis and does not relate any employer – employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractor or subcontractor or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

6.28. Disclaimer

The scope of work document is not an offer made by Bank 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.

6.29. Assignment

This Agreement shall not be assigned either fully or in part by the Receiving Party to any third party without the prior written consent of Bank. Bank may at any time in whole or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of receiving party

6.30. Protection of Reputation

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if Company fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the company against its services. Company undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice.

6.31. Supplier BCP

Please ensure that there is sufficient clause for supplier BCP is included.

6.32. 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.

7. ANNEXURE A : TENDER OFFER COVER LETTER

Date: _____ 2022

Tender Reference No.: 172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS

To:
General Manager,
Information Technology Department
Bank of Maharashtra

Having examined the tender documents including the annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver video conferencing components in conformity with the said tender documents in accordance with the 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 activities defined in scope of work 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 2022

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	
11.	Goods And Services Tax Number	
12.	Income Tax Number	
13.	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.)	

9. ANNEXURE C : DETAILS OF PAST EXPERIENCES OF HANDLING SIMILAR PROJECT 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: _____

Note – Bidder is required to provide supporting documents such as credential letters, PO and proof of completion of work, copy of agreement etc.

10.ANNEXURE D : FORMAT FOR PRE BID QUERIES

A) Queries Related to 172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS

RFP :		172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS				
BIDDERS NAME						
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions	

B) General queries Related to RFP

RFP :		172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS				
BIDDERS NAME						
Sr. No.	General Query related to RFP				Comment / Suggestions	

11. ANNEXURE E : BID SECURITY DECLARATION

This annexure Not Applicable & kept blank Intentionally. Bidder is required to submit EMD



12. ANNEXURE F : FORMAT A - COMPLIANCE AGREEMENT

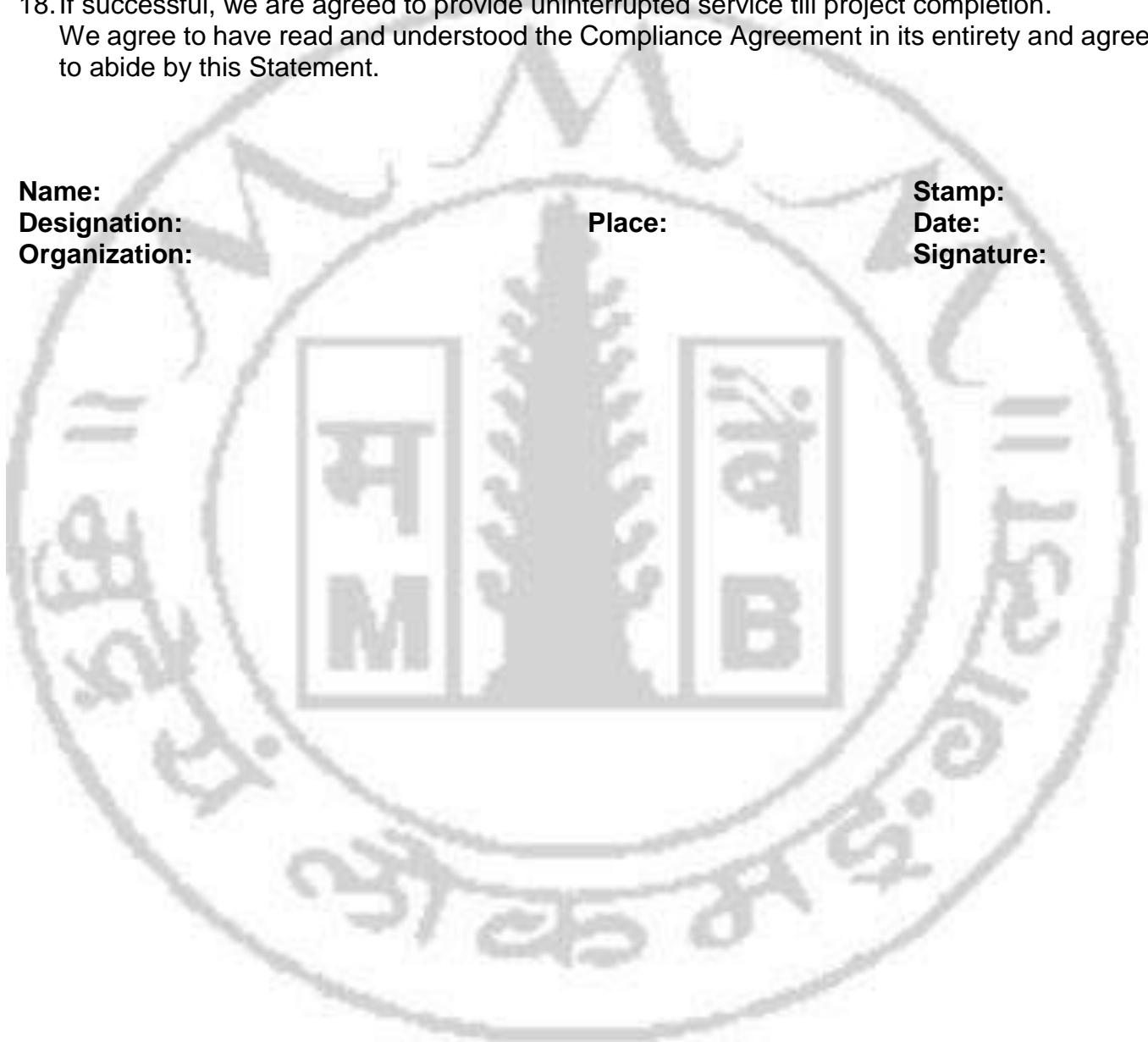
We communicate our unconditional acceptance to the following terms and conditions of 172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS
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 bidders 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 bidders 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 bidders 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 bidder in the event the bidder 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.
14. We confirm that this offer is valid for 180 days from the last date for submission of Tender Documents to the Bank (RFP closing date). Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide consultancy in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.
15. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP DOCUMENT and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank which shall form a valid and binding part of the aforesaid RFP DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's

16. If our Bid is accepted, we undertake to complete the assignments within the scheduled timelines

18. If successful, we are agreed to provide uninterrupted service till project completion.
We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

Stamp:
Date:
Signature:



13. ANNEXURE G : NON DISCLOSURE AGREEMENT

(On stamp paper of Rs. 500)

This Non-Disclosure Agreement is made and entered into at this ___ day of ___ 2021 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 FIRST 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 bidder and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids as per 172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS. M/s _____ after going through the Bid Documents and being interested to act as consultant as per 172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS, has submitted its Bid.

WHEREAS, the bidder 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, Confidentiality shall survive termination/expiry of the agreement.

Confidential Information does not include information which:

1. 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;
2. is the public domain
- I. is received from a third party not subject to the obligation of confidentiality with respect to such information
- II. 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 bidder's personnel to be present on premises of Bank or may require the bidder's personnel to have access to computer networks or databases or information 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 bidder's personnel under such circumstances and to provide notice to the bidder's of the confidentiality of all such information. Therefore, the bidder agrees and undertakes that any technical or business or other information of Bank that the bidder'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.

Damages: The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach of contract and undertakes to indemnify for the same

Resolution of Disputes: All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will 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 statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

Return of information: Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

Waiver Clause : The failure to exercise any right provided in this Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized

representative of both Parties. This agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

Relationship between parties: This Agreement is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

Notice Clause: All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

<i>Disclosing Party</i>	<i>Receiving Party</i>
<i>Representative name:</i>	<i>Representative name:</i>
<i>Address:</i>	<i>Address:</i>
<i>Email:</i>	<i>Email:</i>
<i>Phone number:</i>	<i>Phone number:</i>

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)

14. ANNEXURE H : PRE CONTRACT INTEGRITY PACT

General:

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

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 an 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. Other Provisions:

12.1 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

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

BUYER

Name of the Officer
Designation

IT Department
Bank of Maharashtra
(Office Seal)

Place _____

Date _____

BIDDER

Chief Executive Officer
(Office Seal)

Witness:

1 _____
(Name & Address): _____

2 _____
(Name & Address): _____

Witness:

1 _____
(Name & Address): _____

2 _____
Name & Address): _____"

15. ANNEXURE I : GUIDELINES, TERMS & CONDITIONS & PROCESS FLOW FOR E-PROCUREMENT AUCTION

Introduction:

Bank of Maharashtra intends to use E Procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP.

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 **Format-A**.
- 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 in **Format-A**.
 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 as per format in **Format-B**.

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.
- ii. 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'.

g. **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.

h. **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.

i. **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.

j. **MASKING OF NAMES:**

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

k. **START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in **ANNEXURE L OF RFP** before the start of the bidding time as mentioned in clause no. f of

this document. Once the bidding time starts the system will show the TCO of **ANNEXURE L OF RFP**. This total value is taken as the start price of the bidding process.

I. DECREMENTAL BID VALUE

- i. 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/- (Bank may change this value and same will be communicated before reverse auction).
- ii. The bid decrement value shall be in multiples of Rs. 50,000/-.
- iii. 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).
- iv. Decremental value will be appropriated across the line items of **ANNEXURE L OF RFP** proportionately by the system.

m. 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 bill of material as per **ANNEXURE L 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.

n. 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.

o. 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.

p. **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.

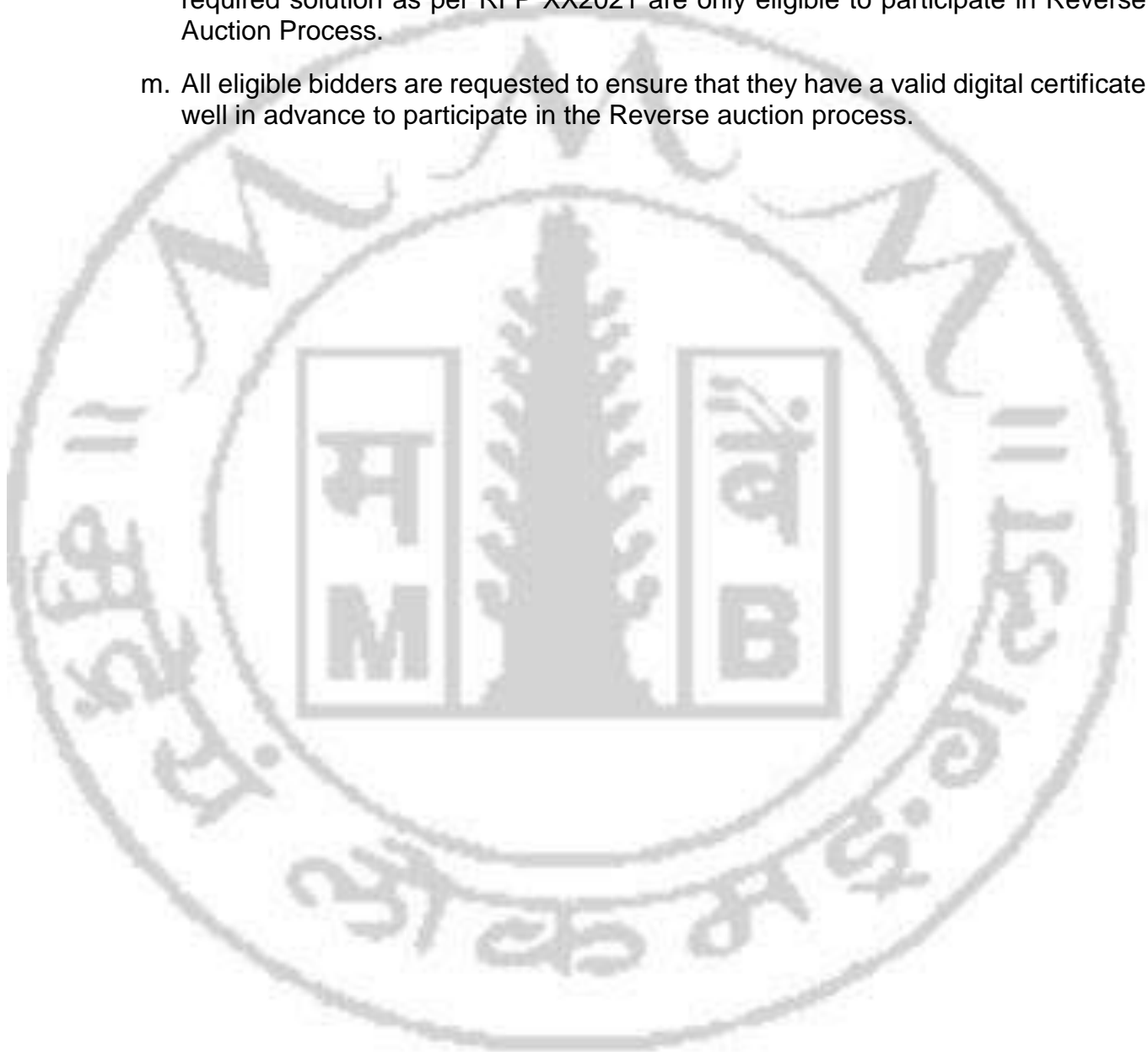
q. **ERRORS AND OMISSIONS:**

- 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.

2. 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 L 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. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP XX2021, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- l. Only those bidders who are technically qualified and competent to provide the required solution as per RFP XX2021 are only eligible to participate in Reverse Auction Process.
- m. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.



16. ANNEXURE J : INSTRUCTION FOR ONLINE TECHNICAL BID SUBMISSION

Bid Submission Mode.	Through e-tendering portal https://eauction.auctiontiger.net/EPROC/ (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.	e-Procurement Technologies Limited HelpDesk Name: Ravi Sheladiya Direct: 079 6813 6856 Mobile: 908 100 0428 Email: Ravi.S@Auctiontiger.net

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 bidders 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.

17. ANNEXURE K : ELIGIBILITY EVALUATION

The Bidder is required to meet the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

ELIGIBILITY CRITERIA COMPLIANCE TABLE

Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
1	The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956/2013 / The bidder must be a registered firm/ company//LLP/ trust/government owned organization/and shall be in existence for the last five years. Copy of the certificate of incorporation, copy of registration certificate should be enclosed as documentary proof.		Certificate of Incorporation. Copy of certificate of registration
2	The bidder should be in the line of Management Consultancy in India at least for a period of 5 years as on the date of this RFP. (In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account).		Relevant supporting documents.
3	The Bidder should have a minimum turnover of at least Rs.50 crores (each year) in the past two years from Indian operations through consulting services. This must be the individual Company's turnover and not that of any group of Companies.		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years and copy of the PAN card issued by the IT department FY 2018-2019 FY 2019-2020 FY 2020-2021
4	The bidder should have positive net worth in each of last 3 financial years FY 2018-2019, FY 2019-2020, FY 2020-2021		Copy of the audited balance sheet and / or Certificate of the Chartered Accountant certifying positive net worth FY 2018-2019 FY 2019-2020 FY 2020-2021
4	The bidder should have Office/Branch in Pune with consulting staff.		Self-Declaration / An undertaking to this effect is to be submitted by the bidder. Along with Office Address Proof
5	The Bidder shall not have been blacklisted by any government organization/State Govt./PSU/ banks. Self-declaration to that		Self-Declaration / An undertaking to this effect is to be submitted by the bidder.

Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	effect shall be submitted along with the technical bid..		
6	The Bidder or its subsidiaries should not be engaged with the Bank for providing services like system integration; should not be a software / hardware solution provider/Facility Management services; should not be a product OEM as on the date of the RFP.		Self-Declaration / An undertaking to this effect is to be submitted by the bidder.
7	The Bidder should have experience of completing at least 1 project covering RFP Preparation, Vendor Evaluation & Selection and hardware refresh/ augment for at least 2 scheduled commercial banks / Insurance company with minimum 1000 branches in India. One out of the 2 scheduled commercial banks / Insurance company with minimum 1000 branches in India should be a public sector bank. *Completed and Ongoing projects will be considered		Successful completion certificates or engagement letter from the Bank. The Bidder to submit successful completion letter/certificates along with the legal agreement or engagement letter from the Bank.
8	Adoption Integrity Pact		Submitted Integrity Pact on Rs. 500 Stamp Paper as format prescribed in Annexure H

Note:

- 1) Documentary evidence must be submitted for each criterion.
- 2) Public Sector / Scheduled commercial banks include RBI and do not include Regional Rural Banks and Cooperative Banks. These Banks refer to Banks in India only.

18. ANNEXURE L : COMMERCIAL BID FORMAT

The bidder is required to update the commercials in the following format:

Table1

Sr. No	Scope	Quote (in INR)
1	Augmentation of the CBS Hardware	
2	Assist the Bank in drafting of RFP for refresh/ augmentation of Hardware and associated infrastructure for the Bank's Data Centre & Disaster Recovery Site and Near Site	
3	Provide assistance in vendor evaluation and selection	
4	Review and Validate Performance Benchmark Results & Hardware Acceptance Testing	
	4.1 Review and validate performance benchmark results	
	4.2 Hardware acceptance testing	
5	Total (1+2+3+4.1+4.2)	

Terms & Conditions:

1. Bank reserves the right to implement or drop any of the above listed projects without assigning any reason.
2. The price quoted for the project should be an all-inclusive price including any taxes, expenses and levies but excluding GST and is a fixed price.
3. Bank will deduct applicable TDS, if any, as per the law of the land.
4. The quoted fixed fees against each project shall remain unchanged till the completion of the Project(s).
5. The start of Project Management tenure will be reckoned from the date placing Purchase Order and deployment of resources as per the project requirements.
6. The base project location will be Pune.
7. Any travel outside of Pune or Bidders City for field work would have to be agreed with the Bank. Such travel would be in line with the Bank's eligibility at the level of Dy. General Manager for Senior Resource and Chief Manager for Team Member
8. The TCO will be Serial No 5 of Table 1 of this annexure on which the commercial evaluation will be conducted.
9. All prices to be valid for a period of 12 months from the date of contract execution / signing.
10. The Bank reserves the right to renew the contract post completion contract period and the commercials for the same will be discussed based on the scope of work.
11. Bidder should factor all your expenses like travelling, boarding, lodging etc. Apart from amount specified in Commercials, no other expenses will be paid by the Bank.
12. Bidder shall depute resources on-site of the project implementation location(s) for carrying out the task as specified in this document.
13. The fees quoted is in fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.
14. The fee quoted also includes the cost of deliverables for all the phases of the Project.
15. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
16. Fee is payable only on actual availing of services and no minimum or fixed fees are payable.

17. Additional Per Man-day rates (applicable in case of enhancement of scope in future)

- The bidder is expected to provide a single additional per man-month rate in the table specified below.
- The rate provided would be a blended rate and should be valid for 12 months from the date of contract with the bidder.
- The rate quoted would be used by the bank for allotting additional related work beyond the scope of the project if the need arises
- The rate quoted by the bidder will not be a part of the TCO computation
- The rate quoted should be inclusive of taxes and charges except GST. GST will be payable actual and on submission of original invoice / receipt.
- The rate quoted should include all expenses, lodging and boarding for work to be executed.

Place:

Date:

Seal & Signature of the Bidder

The resources would be appointed on a project requirement made known by the bank only if they meet the aforementioned categorization as indicated in the table above and after obtaining prior approval from the bank.

Resource Level Mapping

Sr	Level of Resources	Designations / equivalent designations falling under this category	Per Man Day Rate in INR
1	Team Member/Team Leader/Module Leader	Consultants / Sr. Consultants / Asst. Managers / Managers	
2	Senior Resource(Project Director/Program Manager)	Partner / Director / Managing Director / Sr. Managers / Vice President / Executive Director / Deputy Director / Asst. Vice President / Senior Prof. of Top B-Schools or Engineering Colleges	

Total Cost of Ownership (Rupees in words) :-

Note:

- All the Columns in all the above tables of this Annexure must be completely filled and should not be kept blank.
- The Prices quoted shall be inclusive of all taxes and levies; and exclusive of GST.
- GST Shall be paid on actual basis.
- Bidder has to quote for all the categories.
- Bank will consider L-1 Bidder based on TCO mentioned above.
- In case of difference between amount quoted in figure and in words. The amount quoted in words shall prevail.

19. ANNEXURE M : PROPOSED TEAM PROFILE

[Map the Projects here with Proposed Scope]

Sr	Project Scope	Name of the team member	Qualifications & certifications	Previous Banks where team member was associated	Duration of team membership	No. of years of experience
1.	<p>Augmentation of the CBS Hardware</p> <p>Assist the Bank in drafting of RFP for refresh/ augmentation of Hardware and Associated Infrastructure for The Bank's Data Centre & Disaster Recovery Site and Near Site</p> <p>Provide Assistance in Vendor Evaluation & Selection</p> <p>Review and Validate Performance Benchmark Results & Hardware Acceptance Testing</p>					

We hereby acknowledge that the information provided by us is true and to the Best of our Knowledge

Place:

Date:

Seal and signature of the bidder

20. ANNEXURE N : CHECKLIST OF DOCUMENTS TO BE SUBMITTED

- 1) Technical Bid with Covering Letter
- 2) Team Profile
- 3) Masked Commercial offer
- 4) Compliance Certificate
- 5) EMD BG/ DD
- 6) Annexures
 - 1 ANNEXURE A : TENDER OFFER COVER LETTER
 - 2 ANNEXURE B : DETAILS OF THE BIDDER
 - 3 ANNEXURE C : DETAILS OF PAST EXPERIENCES OF HANDLING SIMILAR PROJECT RECORD
 - 4 ANNEXURE F : FORMAT A - COMPLIANCE AGREEMENT
 - 5 ANNEXURE G : NON DISCLOSURE AGREEMENT
 - 6 ANNEXURE H : PRE CONTRACT INTEGRITY PACT
 - 7 ANNEXURE K: ELIGIBILITY EVALUATION COMPLIANCE
 - 8 ANNEXURE L : COMMERCIAL BID
 - 9 ANNEXURE M : PROPOSED TEAM PROFILE
 - 10 ANNEXURE O : CONFLICT OF INTEREST UNDERTAKING

21. ANNEXURE O : CONFLICT OF INTEREST UNDERTAKING

Date: / /

Tender Reference No. 172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS

To,
General Manager – Information Technology
Bank of Maharashtra

We hereby declare that we understand the complete scope of 172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS and the same will lead to various actionable/solution implementation.

We undertake that we or our subsidiaries are not engaged with the Bank as a System Integrator for Software/Hardware/Solution Providers/Facility Management Services as on the date of the RFP. We understand that will not be permitted to participate in any of the RFPs, which are under scope of this RFP.

In the event of receipt of above-mentioned order, we declare that we are not and shall not be in any situation which could give rise to a conflict of interest in what concerns the performance and/or implementation of the Order. we hereby undertake to act with complete impartiality and in good faith in what concerns its performance and outcome and to immediately declare any situation that might raise concerns with respect to conflict of interest, impartiality or otherwise affect our position/ability to duly and appropriately perform the contract.

We also confirm that we will keep all matters entrusted to me confidential. we will not communicate any confidential information that is revealed to us or that we have discovered. We will not make any adverse use of information given to us.

Any violation of this undertaking is subject penalty equal to 50% of total consultancy fees for 172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS and blacklisting of our firm from any future tendering process of Bank of Maharashtra.

Signature: _____
(In the Capacity of :)
duly authorized to sign the tender offer for and on behalf of

**22. ANNEXURE P : PERFORMANCE BANK GUARANTEE
(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)**

To,
Bank of Maharashtra,
I.T. Department, Head Office,
1501, Lokmangal,
Shivajinagar,
Pune - 411 005

Bank Guarantee No. : _____
Amount of Guarantee : Rs. _____/-
Guarantee Valid up to : _____
Last date of lodgment of claim: _____

This deed of guarantee is executed on this _____ Day of _____ 20__ by {Name of the Bank issuing guarantee} a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) (hereinafter referred to as the '**Guarantor Bank**', which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns) in favour of **Bank of Maharashtra**, a New Bank constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, and having its Head Office at Lokmangal, 1501, Shivajinagar, Pune-411005 (hereinafter referred to as "**Beneficiary Bank**", which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns), for an amount not exceeding Rs. _____/- (Rs. _____ only) at the request of M/s _____ (with address).

Whereas engagement letter no. _____ PO/LOI _____ dated _____ 20__ (hereinafter called the "**Contract**") for Rs. _____/- (Rs. _____ only) placed by the Beneficiary Bank on M/s _____, having its Head Office at _____ and _____ a branch office at _____ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor have to _____ (Name of the Project) _____ as per the engagement letter referred hereinabove.

And whereas to ensure due performance to the satisfaction of the beneficiary Bank, of the services provided under the said contract and in terms thereof by the contractor as aforesaid, the Guarantor Bank at the request of the contractor has agreed to give guarantee as hereinafter provided.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:-

In consideration of Bank of Maharashtra, the beneficiary bank, having issued engagement letter No. _____ PO/LOI _____ dated _____ 20__ for Rs. _____/- (Rs. _____ only) on M/s _____, having its Head Office at _____ for _____ (Name of the Project) _____ as per the engagement letter referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:

- a) To indemnify and keep indemnified the beneficiary bank for the losses and damages that may be caused to or suffered by the beneficiary bank in the event of non-performance of whatever nature on the part of the contractor in discharging their contractual obligations under the said contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. _____/- (Rs. _____ only) without demur and without Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the

Beneficiary Bank shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.

- b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary bank or up to _____ months_____, which is earlier.
- c) This guarantee shall not in any way be affected by the change in the constitution of the contractor or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary bank or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary bank.
- d) To pay to the beneficiary Bank any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- e) We, _____ (indicate the name of Guarantor Bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary Bank in writing, and the guarantee shall remain in full force and continuing till all dues claimed are paid

Notwithstanding anything contained herein:

- a) The Bank's Liabilitynot exceed Rs._____. (Rupees _____).
- b) This Bank Guarantee shall be valid up to _____.
- c) Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before _____ (date of expiry of the Guarantee).
- d) ***The Bank issuing such guarantee will not be liable under such guarantee to the beneficiary after the expiry of the claim period of one year, regardless of period of limitation under the Limitation Act, 1963.***

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

Signed, sealed and delivered by Mr.....
For and on behalf of the Guarantor Do so and
to affix the seal of the Bank, in the presence of

Place:
SEAL
Code No.
SIGNATURE

23. ANNEXURE Q :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 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23rd 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.

24. ANNEXURE R : 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- Q 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

25. ANNEXURE- S : CERTIFICATE FOR RFP COST WAIVER FOR MSME/NSIC FIRMS

(In Letter head of Chartered Accountant)

Date:

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.2020/2021. Further we certify that the Company is classified under SME as per MSME Act 2006.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature

Name

Reg.No.

VID No.

Seal of the
firm

26. ANNEXURE T: LETTER FOR REFUND OF EMD

(To be provided on letter head of the Bidder's Company)

To,

Deputy General Manager,
Information Technology Department
Bank of Maharashtra

Dear Sir,

SUB: LETTER FOR REFUND OF EMD

REF: YOUR RFP NO: 172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS dated DD/MM/YYYY

We _____ (Company Name) had participated in the Request for Proposal (RFP) 172021-22 RFP for Appointment of Consultant for augmentation of CBS hardware and related components at DC, DRC and NS and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr No	Bidder Name	DD/BG Number	Drawn on Bank Name	Amount (Rs)
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Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company: