



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

Tender Reference Number: 122020

BANK OF MAHARASHTRA



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भारत सरकार का उद्यम
एक परिवार एक बैंक

Request for Proposal for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT & RBI CIMS Project

Tender Reference Number: 122020

Address-

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List of Abbreviations

Acronym	Full Form
ADEPT	Automatic Data Extraction Project
MIS	Management Information System
ADF	Automated Data Flow
RBI	Reserve Bank of India
CIMS	Centralized Information Management System
RFP	Request for Proposal
GST	Goods and Services Tax
EMD	Earnest Money Deposit
CBS	Core Banking Solution
PBG	Performance Bank Guarantee
SI	System Integrator
DC	Data Center
DR	Disaster Recovery
EFT	Electronic Fund Transfer
LLMS	Loan Lifecycle Management System
EWS	Early Warning Signals
DMS	Document Management System
CTS	Cheque Truncation System
SWIFT	Society for Worldwide Interbank Financial Telecommunication
ECS	Electronic Clearing Service
XML	Extensible Markup Language
XBRL	Extensible Business Reporting Language
JSON	JavaScript Object Notation
EOD	End of Day
RCA	Root Cause Analysis
GOI	Government of India
NEFT	National Electronics Funds Transfer
RTGS	Real Time Gross Settlement
EMS	E-Health Management System



UPI	Unified Payments Interface
BHIM	Bharat Interface for Money
SPGRS	Standardized Public Grievances Redressal System
CIN	Corporate Identity Number
GUI	Graphical User Interface
TCO	Total Cost of Ownership
OWASP	Open Web Application Security Project
CERT	Computer Emergency Response Team
SDLC	Software Development Life Cycle
ISO	International Organization for Standardization
CMMI	Capability Maturity Model Integration
CASA	Current Account Savings Account
TD	Term Deposit
CDR	Central Data Repository
UAT	User Acceptance Testing
PII	Personally Identifiable Information
UIDAI	Unique Identification Authority of India
MOC	Memorandum of Changes

1. INTRODUCTION

1.1. Invitation for Tender

This is to inform that Bank of Maharashtra intends to implement MIS (Management Information System), RBI ADF (Automated Data Flow) Project, RBI ADEPT (Automatic Data Extraction Project) & RBI CIMS (Centralized Information Management System) Project. Hence it invites offers from Reputed Solution Providers for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT and RBI CIMS Project as per requirements mentioned in the RFP.

The bidders are expected to examine all instructions, forms, terms, Bank project requirements and other information in the RFP documents. Failure to furnish all information required as per the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit.

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.17,700/- (Rs. Seventeen Thousand Seven Hundred only) including GST through Demand Draft only. The Demand Draft is to be drawn in favor of "Bank of Maharashtra" payable at Pune. The Tender document is not transferable.

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

The Assistant General Manager (Software & MIS),
Information Technology Department,
Bank of Maharashtra, Head Office,
"Lokmangal" 3rd Floor, 1501, Shivajinagar, Pune 411 005.

The RFP document may also be downloaded from Bank's website <https://www.bankofmaharashtra.in>. The bidder downloading the RFP document from Bank's website must pay the cost of the RFP document, in a separate cover, at the time of submission of the bids. **However, if the bidder wants to attend the Pre-Bid Meeting, the cost of RFP document has to be paid at the time of Pre-Bid Meeting. Without paying the cost of RFP document (Rs. 17,700/- Incl GST) in form of Demand Draft, no bidder will be allowed to participate in the Pre-Bid Meeting.**

Tender Reference - 122020	
Price of Tender copy	Rs 17,700.00 (Seventeen Thousand Seven Hundred Only) including GST
Date of commencement of issue of tender document	11 th November 2020
Bid Security Deposit (EMD)	Rs. 5,00,000.00 (Rupees Five Lacs Only)
Queries to be mailed by	23 rd November 2020 6.00 PM
Pre Bid Meeting	2 nd December 2020 3.00 PM
Last Date and Time for receipt of tender offers	9 th December 2020 2.00 PM
Date of opening of Technical bids	9 th December 2020 4.00 PM

Tender Reference - 122020

Address of Communication	Assistant General Manager- Software & MIS Information Technology Department Bank of Maharashtra Head Office, 1501 Lokmangal, Shivajinagar, Pune - 411 005 Phone No- 020 25614413
Contact Telephone Numbers	020 25614413/ 349
E-mail Id	cmssoftware@mahabank.co.in pankaj.saikia@mahabank.co.in
Website	www.bankofmaharashtra.in

* Bidders have to purchase tender document to participate in pre-bid meeting. Only the authorized representatives of the bidders (maximum 2 persons) who have purchased the RFP Document will be allowed to attend the Pre-Bid meeting. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any reasons thereof. Changes to the above timeframe, if any, will be disclosed in Bank's Official Website.

All RFP offers must accompany Earnest Money Deposit (EMD) as specified in this RFP document. The cover containing EMD amount should be handed over in a separate cover to the department. RFP offers will be opened in the presence of the bidder representatives who choose to attend the opening of RFP on the specified date, time and place.

Exemption from Tender Fee & EMD:

Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), Government of India from time to time.

Terms and Conditions and various formats and proforma for submitting the tender offer are described in the tender document and its Annexures.

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

Place: Pune
Date: 11/11/2020

1.2. Introduction

Bank of Maharashtra is a Public Sector Bank with a standing of more than 86 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. The Bank has more than 1850 branches all over India. In the state of Maharashtra itself, it has more than 1100 branches, the largest network of branches by any Public Sector Bank in the state.

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

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') to have End to end solution for Management Information System (MIS), RBI Automated Data Flow (RBI ADF PROJECT) Project RBI Automated Data Extraction Project (ADEPT) & RBI Centralized Information Management System (CIMS) Project of the Bank.

The period of contract shall be for a period of five years. The contract period will start from the date of Go-Live of the solution.

1.3. Disclaimer

This Request For Proposal document ('**RFP document**' or **RFP**) has been prepared solely for the purpose of enabling Bank of Maharashtra ('**Bank**') to select a Service Provider for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT and RBI CIMS Project.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the bank and any successful bidder as identified by the bank, after completion of the selection process as detailed in this document.

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

1.4. For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued ("the **Recipient**" or "the **Respondent**") and no other person or organization.

1.5. Costs Borne by Respondents

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

1.6. No Legal Relationship

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

1.7. Recipient Obligation to Inform Itself

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

1.8. Evaluation of Offers

Each Recipient acknowledges and accepts that Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of organization, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Recipient. The Recipient acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

1.9. Errors and Omissions

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

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

If a Proponent finds discrepancies in, or omissions in the bid document, or is in doubt as to their meaning, the Proponent shall notify the Designated Official in the Bank, who reserves the right, for any reason to issue a written addendum/ corrigendum to Proponents at any time prior to the Bid closing. Addendum / corrigendum issued during the RFP period shall be construed as part of RFP.

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

1.10. Acceptance of Terms

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

2. RFP RESPONSE TERMS

2.1. RFP Closing Date

Any RFP Response will not be received after 9th December 2020 2.00 PM.

2.2. RFP Submission

One paper copy and one electronic copy (Power Point or Microsoft Word and Excel on Pen drive) of all submissions must be supplied to Bank RFP Evaluation Team and addressed to Bank – “RFP Evaluation Team – System Integrator for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT and RBI CIMS Project for Bank of Maharashtra” at:

<u>Bank's Address</u>
The Assistant General Manager (Software & MIS), Information Technology, Head Office, Bank of Maharashtra, 1501, Lokmangal, Shivajinagar Pune-411005

Following four officers are authorized to accept the RFP documents

1. Mr. Ashish Ratnaparkhi, Chief Manager; Email- cmssoftware@mahabank.co.in
2. Ms. Payel Ghosh, Senior Manager; Email- payel.ghosh@mahabank.co.in
3. Mr. Sadashiv Bhosure, Senior Manager; Email- sadashiv.bhosure@mahabank.co.in
4. Mr. Pankaj Saikia, Manager; Email- pankaj.saikia@mahabank.co.in

Submission will be valid if:

- Copies of the RFP are submitted in physical form before the aforementioned closing time.
- All the submissions – Eligibility Bid, Technical Bid and Commercial Bid must be provided in one single sealed envelope or sachet however each of the three bids should be provided in separate sealed envelope. Demand draft/ Bank Guarantee for Earnest Money Deposit (EMD) and DD towards RFP Document must be submitted in a separate envelope.

Only One Submission Permitted

Only one submission of response to RFP by each System Integrator / Bidder will be permitted. The RFP application shall be accepted by the Bank only in the original, and the same shall not be accepted if the required details are filed in photocopy of the RFP document or sent through facsimile.

2.3. Late RFP Policy

RFP received at the above mentioned location after 9th December 2020 2.00 PM will not be accepted by the Bank under any circumstances.

2.4. Cost of RFP Document

Bidder has to submit demand draft for Rs. 17,700/- (Rupees Seventeen Thousand seven Hundred Only) including GST, issued by any scheduled commercial bank in India, in favour of the 'Bank of Maharashtra', payable at Pune towards cost of this RFP document. The same has to be submitted along with the bid. This is **non-refundable. However, if the bidder/s wish to attend the Pre-Bid Meeting, the cost of the RFP document is to be paid at the time of Pre-Bid Meeting itself. Without paying the cost of RFP document (Rs. 17,700/- Incl. GST) in form of Demand Draft, no bidder will be allowed to participate in the Pre-Bid Meeting.**

2.5. RFP Validity Period

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

2.6. Requests for Information

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

**Assistant General Manager (Software & MIS),
Information Technology Department
Head Office,
Bank of Maharashtra,
"Lokmangal", 1501, Shivajinagar,
Pune, Maharashtra, India**

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

Bank will not answer any communication initiated by Respondents later than five business days prior to the last date for submission of RFPs. However, Bank may in its absolute discretion seek, but is under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their contact number/email address for response to their queries. The same will be provided to the Respondent via email only.

If Bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right not to communicate such responses to the Respondents.

Bank, if required, may negotiate with L1 bidder even after the RFP is closed.

2.7. Notification

Bank will notify the Respondents in writing as soon as practicable about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

2.8. Disqualification

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

2.9. Fraud and Corrupt Practices

The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. The bank shall reject an application without being liable in any manner whatsoever to the bidder if it determines or finds that the bidder has, directly or indirectly or through an agent, engaged in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices in the bidding process.

2.10. Language of Bids

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and BoM, shall be written in English.

2.11. Format of Bids

Eligibility, Technical & Commercial bids shall be submitted in separate sealed sub-envelopes super scribing:

"Eligibility Bid For Bank of Maharashtra for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project Submitted by M/S _____ on ____ at Pune, Due Date _____" on top of the sub-envelope containing the Eligibility bid.

"Technical Bid For Bank of Maharashtra for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project Submitted by M/S _____ on ____ at Pune, Due Date _____" on top of the sub-envelope containing the technical bid.

"Commercial Bid For Bank of Maharashtra for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project Submitted by M/S _____ on ____ at Pune, Due Date _____" on top of the sub-envelope containing the Commercial bid.

These three separate sealed sub-envelopes should be put together in another sealed master envelope super scribing "Bid for Bank of Maharashtra for Supply, Installation, Implementation, Integration and

Maintenance of MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project having Tender Reference no _____ Submitted by M/S _____ on _____ at Pune, Due Date _____”.

a) Eligibility Bid

- ▶ Cover Letter as given in Annexure I.
- ▶ Duly filled Annexure III – Compliance to Eligibility Criteria.
- ▶ Duly filled Annexure XIII – Performa for Integrity Pact.
- ▶ Supporting credential letters or copies of documentation from clients.
- ▶ 1 Pen drive containing the soft copy of Eligibility bid & supporting documents.

Bank will examine the eligibility as per Annexure III of the participating bidder. The bidder(s) who satisfy these eligibility criteria conditions shall be considered eligible for the next phase of evaluation i.e. Technical Evaluation.

b) Technical Bid

Technical Bid will contain all the supporting documents regarding Technical Specifications and Functional Specifications, etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all**. Technical bid documents with any commercial information will be rejected.

The technical bid envelope should also include a brief write up relating to their capability, past experiences as implementer of MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project as per Annexure XVI. The technical bid envelope should also include a synopsis of their responses to the RFP.

The Technical Bid envelope should also include a Pen drive containing the soft copies of the Technical bid with annexure and formats. However, it should not contain price related information, failing which the bid will be rejected outright.

In the first stage, only Eligibility Bids will be opened. Evaluation of technical bid will be done for only those bidders who satisfy all the eligibility criteria. Bidders confirming compliance to all the terms & conditions of RFP document (technical bid) shall be short-listed for second stage (Commercial bid). **A photo copy of original Commercial offer with prices duly MASKED be submitted along with the Technical Bid.** Bank reserves the right to reject any bid submitted without masked commercial.

c) Commercial Bid

In the second stage, the Commercial Bid of only those bidders, whose technical bids are short listed, will be opened. Bidders will have to quote commercials according to the commercial offer format Annexure X. The Commercial Bid should not contradict the Technical bid in any manner. The prices quoted in the commercial bid should be without any conditions.

Technical Bid and Commercial Bid must be submitted properly filed with indexing at the same time, giving full particulars in **separate sealed envelopes** at the Bank's address given below, on or before the schedule given above. All envelopes should be securely sealed and stamped. **The sealed envelope containing Commercial bid must be submitted separately to the Bank.**

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

Only one Submission of response to RFP by each bidder will be permitted. Any bids made through partnerships / consortium will not be accepted.

2.12. Earnest Money Deposit

Bidder has to submit the Bid Earnest Money Deposit (EMD) of Rs. 5.00 Lakhs (Rupees Five Lakhs only), which may be submitted in the form of Bank Guarantee (BG) favoring BANK OF MAHARASHTRA and filling all the details as per specified Performa at Annexure-XII. The BG should have a validity of at least 6 Months from the last date of submission of bid as completion of the Tender Process may take around 6 months. Bidders shall get the same extended for a further period of 6 months, if required by the bank. The BG should be submitted at the time of bid submission. The EMD should be from any scheduled commercial bank other than Bank of Maharashtra. In case of a Bank Guarantee from a bank other than an Indian Public Sector Bank, prior permission of Bank is essential.

The EMD made by the bidder will be forfeited if

- The bidder withdraws his tender after processing date i.e. Last Bid Submission Date, but before acceptance of the PO 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 (PBG) (issued by a scheduled commercial Bank other than Bank of Maharashtra) acceptable to Bank for 10% of the total TCO value valid for the entire period of the contract plus 3 months or any such extended period as the Bank may decide for due performance of the project obligations. The PBG shall be submitted within 15 days of the PO issued from Bank. The PBG should be from a scheduled commercial bank other than Bank of Maharashtra.
- The unsuccessful bidders, only after acceptance of the PO by the selected bidder.
- To all bidders, only if the tender process is annulled during any stage.

2.13. Power of Attorney/Authorization Letter or Resolution Copy

In case of company, Board Resolution in favor of authorized person and in case the authorized person delegates authority to another person of the company, Power of Attorney/Authorization letter to sign the Bid documents is to be submitted with bid documents.

2.14. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Bank of Maharashtra, hereinafter referred to as The Bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.15. Authentication of Erasures/Overwriting, etc.

Any inter-lineation, erasures or overwriting shall be valid only if the authorized person(s) signing the bid initial(s) them.

2.16. Amendment of Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (www.bankofmaharashtra.in) and will be binding on all those who are interested in bidding.

In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

2.17. Bid Currency

Prices shall be expressed in the Indian Rupees only.

2.18. Non-transferable Tender

This tender document is non-transferable tender. Only the bidder, who has purchased this tender form, is entitled to quote.

2.19. Modification and/or Withdrawal of Bids

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder. A bidder can submit only one bid.

2.20. Contacting the Bank

Any effort by a bidder to influence the Bank in evaluation of the Bank's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.

2.21. Banks right to Accept or Reject any or all Bids

The Bank reserves the right to accept or reject any bid and annul the bidding process at any stage or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action. The Bank reserves the right to accept or reject any technology proposed by the bidder. The Bank reserves the right to select more than one bidder keeping in view its large requirements.

2.22. Clarification of Bids

During the bid evaluation, Bank may, at its discretion, ask the bidders for clarifications with respect to their bids. The request for clarification and the response shall be in writing, and no change in the price

or substance of the bid shall be sought, offered or permitted. Bank has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement according to the scope of the work.

2.23. Pre-bid meeting

For 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. For any clarification/ queries with respect to this RFP, the bidder may send an email to cmssoftware@mahabank.co.in and pankaj.saikia@mahabank.co.in. The format to be used for seeking clarification is mentioned in Annexure XV: Pre-bid Query Format. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be to the designated E-mail ID as stated earlier. Written requests for clarification may be submitted to Bank as per the last date to submit pre-bid queries mentioned in the RFP. It may be noted that no queries of any bidder shall be entertained after the last date for submission of queries via e-mail. Only two authorized representatives of the bidders who have purchased the RFP will be allowed to attend the meeting.

2.24. Bid Opening and Evaluation

In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day. In the first stage, only Eligibility Bid will be opened and evaluation will be done for all bidders. In the second stage, only Technical Bid will be opened and evaluation will be done only for eligible bidders. Those bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be shortlisted. In the third stage, the Commercial Bid of only those bidders, whose technical bids are short-listed, will be opened. The Bank reserves the right to accept or reject any technology proposed by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.

2.25. Preliminary Examination

The Bank will examine the bids to determine whether they are complete, any computational errors have not been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. Bids from agents without proper authorization from the manufacturer as per authorization form shall be treated as non-responsive.

- Any bid not containing sufficient information, in view of the Bank, may be rejected.
- The bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- The Bank is not responsible for the non-receipt of bids within the prescribed date and time due to any reason including postal delays or holidays.
- Bidders who do not meet the eligibility criteria or technical criteria stipulated by the Bank will not be considered for further evaluation.

Arithmetical errors will be rectified on the following basis.

- If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected.

- If the supplier does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in the words will prevail.

The bid determined as not substantially responsive will be rejected by the Bank and may not be made responsive by the bidder by correction of the non-conformity.

The Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

3. PROJECT DETAILS

3.1. Introduction

Bank of Maharashtra is a nationalized Bank serving the nation for over 86 years. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office, The Head Office of the Bank is at 'Lokmangal', 1501, Shivajinagar, Pune, Maharashtra. The Bank intends to issue this bid document, hereinafter called RFP, to eligible System Integrators, hereafter called as 'SIs' or 'SI', to participate in the competitive bidding for appointment of SI for Supply, Installation, Implementation, Integration and Maintenance of MIS (Management Information System), RBI ADF (Automated Data Flow) and RBI ADEPT (Automatic Data Extraction Project) & RBI CIMS (Centralized Information Management System) Project. The Bank, for this purpose, invites proposal from System Integrators (SIs) for primarily undertaking inter-alia the activities as mentioned in the RFP document, for the Bank in respect of implementing and maintaining the end-to-end MIS, RBI ADF Project and RBI ADEPT Project & RBI CIMS Project. The architecture for the project is shown in subsequent pages.

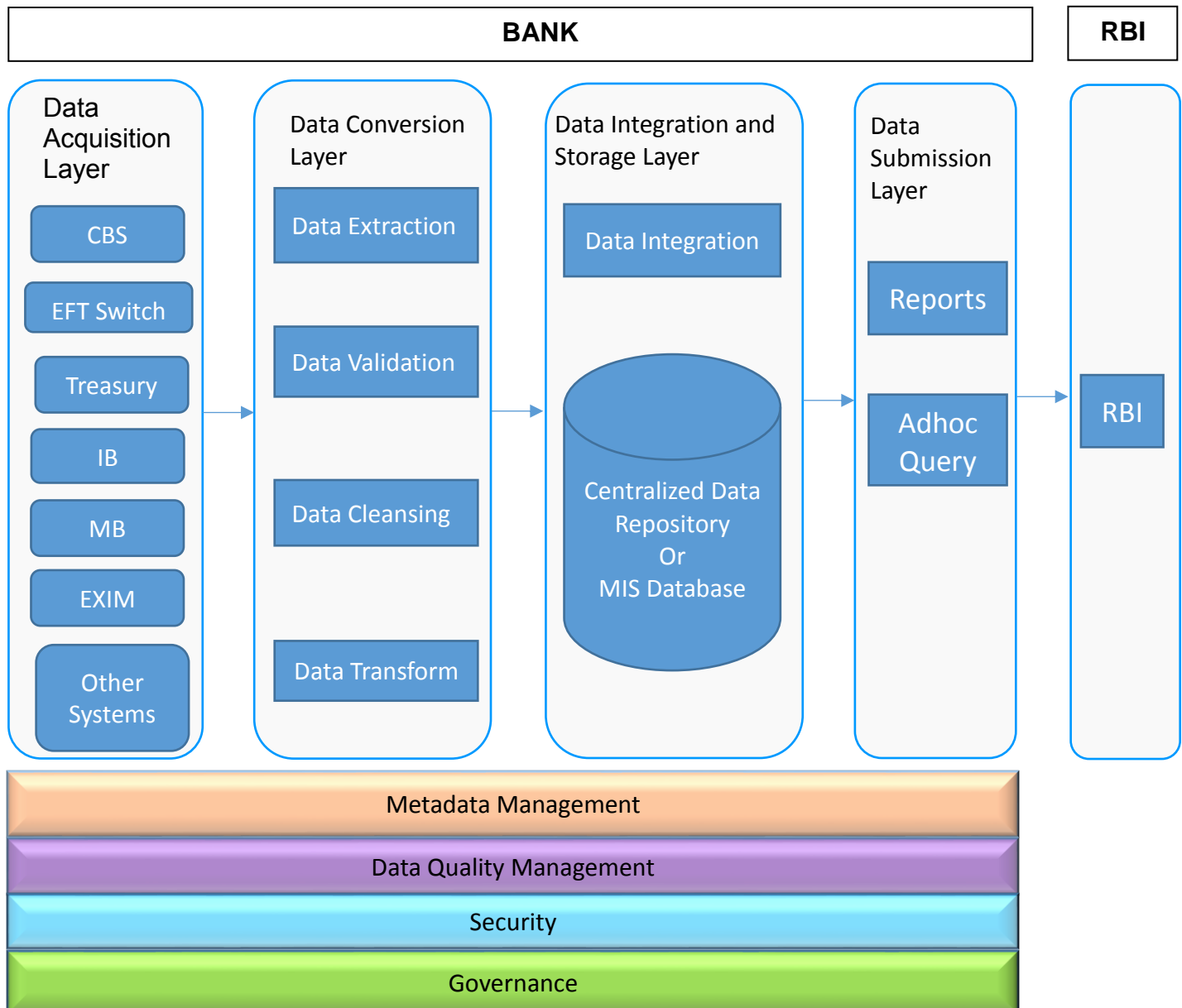
The proposed solution should be scalable so as to support legacy applications, if any, used by Bank or be capable to integrate other Bank's Projects in the future as Bank may go for up-gradation, at a later date. At present, Bank is having around 131 applicable Reports for RBI and other Regulatory/ Statutory Authorities as a part of RBI ADF project. The data is extracted from CBS into MIS Database which in turn serve as a base for all requirements of all Branches/ Zonal Offices/Head Office and all Regulatory bodies. Moreover, any other requirements from user/regulatory bodies are addressed as Adhoc requirements and is generated from MIS Database/ CBS Database/ Other Source.

The bidder is expected to integrate various data sources as per the RBI ADF/ ADEPT/ CIMS requirement, and develop approximately 131 RBI ADF related reports and 62 identified MIS Reports. The bidder is also expected to build RBI ADEPT and RBI CIMS project. Over and above this, Internal MIS if any, requested by the Bank during the contract period, the bidder has to develop the same as per the agreed effort estimate based on the per man day cost, which is to be quoted in the bill of material. Additionally, the bidder is expected to implement any upcoming projects of Bank/ Regulatory/ Statutory Authorities in connection with this project, at mutually agreed cost.

The Bidder is completely responsible for the proposed solution to meet the scope and objectives of the RFP and all addendum & corrigendum issued thereafter. The bank assumes no responsibility for assumptions made by the Bidder. In the event the proposed solution fails to meet the SLA service levels and the scope and objectives of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the solution at no additional cost to the bank.

The Solution should be a whole suite with components ranging from ETL/ ELT to Reporting/ Analytics. The architecture of the Solution will be the base of the Bank's Data Warehouse and Analytics. The Solution should facilitate 'Plug and Play' feature for each and every components so that with minimal efforts, any new component can be added to the solution in the future. For example, in future, if a full-fledged Data Analytics Software is required, the bidder will simply 'Plug & Play' the Software to the existing solution based on mutually agreed cost with minimal efforts.

Project Architecture



The below mentioned layers falls under successful Bidder's purview

1. Data Acquisition Layer- This layer intends to collect data from different data sources viz. CBS, EFT Switch, Treasury, Internet Banking, Mobile Banking, EXIM and other systems.

2. Data Conversion Layer- The data collected from different data sources is then treated with various processes extraction, validation, cleansing, transformation, etc. to derive correct and consistent data. The suitable ETL/ ELT process should be defined keeping in view of the Bank's Data Warehouse/ Business Intelligence Solution in the Background.

3. Data Integration & Storage Layer- The cleaned data is then integrated and stored in Centralized Data Repository/ MIS Database.

4. Data Submission Layer- The data stored in MIS Database is then used to generate various reports for Bank and other Regulatory Authorities. RBI ADF, RBI ADEPT and RBI CIMS projects will rely exclusively on MIS Database for generation of various reports which in turn will be shared with RBI and other authorities through system to system interface or other means.

All these four layers will be governed by bank's policies for Data Quality and Security. The MIS solution is expected to have the following features but should not be limited to

Feature	Description
Multiple Data source	Support a variety of data sources including file-based data sources (Excel, Access, text, CSV), SDMX, XBRL, JSON Files, XML Files, ORACLE, MSSQL, etc.
Full and Incremental Data Extraction	Support scheduled full data extraction and incremental data extraction with minimal scripting efforts.
In-memory Columnar Data Store option	Have an optional in-memory engine to support caching of data for performance and fast analysis
Multiple Data Source Connections & Cross Database Joins	Must support connecting to multiple data sources at the same time to support both data blending and cross database joins.
Combine with Personal Data Sources	Users shall be able to combine data from multiples sources, including their own personal data sources (xlsx, csv, txt, etc.) for Analysis.
Metadata Management	Dimensions and measures are automatically generated based on the data type without manual categorization with provision to create additional dimensions and measures in the metadata.
Intuitive Interface	Shall be easy to use and intuitive.
Sorting/ Highlighting on Displayed Data	Able to sort/ highlight the data automatically or manually on the data.
Data Driven Alerts	Sends email/ SMS alerts on defined thresholds
Automated Scheduling and Distribution	Provide analytic content to end users on-demand or scheduled basis. End user may subscribe to reports and receive an email with the report attached in their email on a scheduled delivery.
API	Provides an API for integration with other Bank's web applications
Export Facility	All reports, tables and data should be exported to formats like SDMX, XBRL, JSON, PDF, Excel, JPEG, text, etc.

3.2. Detailed Scope of Work

3.2.1. ETL (Extract, Transform and Load) or ELT (Extract, Load and Transform)

The bidder can use either ETL or ELT approach, whichever is best suited for the project. The ETL/ ELT tools proposed by the SI should pull the data from the various source systems, clean, align, standardize, transform and load based on the Business rules and requirements as specified by the Bank and mapped to the data model customized for the Bank. It must support mixed workloads, multiple loads and should complete the entire ETL/ ELT/ ELT exercise and Reports Generation within

the time window and at frequency prescribed by Bank. The expected data sources will be CBS System, EXIM, E-Treasury, EFT Switch, Internet Banking, Mobile Banking, UPI/BHIM, LLMS, EWS, DMS, Audit MOC returns, GL System, NEFT/RTGS, Credit Card System and History Data. The bidder should undertake daily incremental extraction, transformation and subsequent loading in the MIS Database from all Data Sources during the contract period.

S.No.	ETL/ ELT Features	Justification
1	The ETL/ ELT tool should provide native access to all the major RDBMS, MS Excel and Text files.	This helps to integrate with any database without any customization.
2	The ETL /ELT Tool should provide integrated workflow scheduling and automatic load balancing. The ETL/ ELT tool should be able to create workflows that arrange and connect various tasks and transformations. This includes constraint, looping, branching and grouping of tasks.	This gives immense benefit in administration and operation wise.
3	The ETL/ ELT tool should provide for Multiple-user design environment with a governance mechanism to prevent corruption of data integration related objects, and also supports collaboration on large, enterprise wide projects.	
4	The ETL /ELT Tool should generate code for ETL/ ELT process flows created through the GUI which can be viewed / edited by the developers, if required	Customization is required very often sometime to meet business objectives, hence it is sometime mandatory to build and generate reports as per regulatory compliance and need basis. ETL/ ELT tool with low code and faster development helps to achieve this goal. ETL/ ELT Tool as well as Database should be capable to adopt customized functions, procedures and other codes.
5	The ETL/ ELT tool should be rich in the set of in-built transformations and functions that should include predefined table and column-level transformations such as data conversion, lookup, expression, joining records, splitting data, filtering, ranking, sorting, grouping, looping, sequencing, slowly changing dimensions (SCD type1 and type2), etc. There should be facility to make a replica of the final data layer in order to avoid the phase out problem. The ETL/ ELT tool should be able to do Pivot/Unpivot, converting dates, data masking, setting parameter /variables based on files, merging rows, finding the latest file and splitting data based on certain conditions, sending emails on various events, data profiling, etc.	
6	The ETL /ELT Tool should provide the ability to create User Written Code transformations, which allows leveraging custom code as part of the ETL/ ELT process flow	
7	The ETL /ELT Tool should provide the capability to create customized transformations which can be reused across ETL/ ELT process flows	



8	The ETL /ELT Tool should provide the capability to import native user-defined functions from databases such as Oracle, MS SQL and have them available for use in expressions in the ETL/ ELT process flow	
9	The ETL /ELT Tool should have the capability for ELT processing which facilitates execution of the process flow inside a database, providing enhanced execution and performance.	
	The ETL /ELT Tool should be capable of logging how every task is being executed. Apart from logging, it should be able to run at scheduled times, re-run when failed and limit the execution duration.	
10	The ETL /ELT Tool should have the ability to perform the complete process of extracting and transforming the data and loading it into a Database and generate reports from it.	Tool should capable to do End to End process with ease. Also can be run in conditional segments.
11	The ETL /ELT Tool should provide an out-of-the-box transformation to support conditional processing within jobs, allowing distinct portions of a job to be defined to run conditionally.	
12	The ETL /ELT Tool should have the ability for job deployment options for deploying single and multiple jobs	This will enhance your productivity by ease of scripting of your daily jobs. Alerts and warning helps to create more robust transformation and helps to rectify error if any. This will help to complete job faster.
13	The ETL /ELT Tool should provide the capability to display warnings of a job being changed since previous open, with a brief description of the change, to facilitate use in a collaborative user development environment	
14	The ETL /ELT Tool should have option to create sequence job which should have options for handling conditions, errors.	
15	The ETL /ELT Tool should support for Bulk Loading, Caching, and Incremental Loading of tables. It should also have the ability to run the process as multi threads.	
16	The ETL /ELT Tool should have Security layer built into the ETL/ ELT tool, with authorization objects specific to ETL/ ELT.	Security is most important aspects for Banks. Hence it is mandatory to provide role base access. Tool capability of defining rules play vital role in this.
17	The ETL /ELT Tool should have the ability to define separate security rules for various environments (Dev, QA and Production).	
18	The ETL /ELT Tool should support for integration with external user information such as authorization, authentication, roles and access privileges.	

3.2.2. Data Quality

Tools for identifying the data quality issues and resolving the data quality problems are to be provided to have a clean and consistent data in MIS. It should support sanitization, cleansing, standardization, de-duplication, enrichment and such other tasks.

Ensuring authenticity of self-reported data by fixing an upper & lower limit to each indicator, it should generate an alert and a pdf report is send enabling corrective action using email, and other available channels of sharing.

The solution should have built-in quality assurance to ensure data completeness. The solution should recommend changes to data governance policies, standards, processes, and responsibilities in order to ensure the quality of the data from transactional systems into the required Platform.

The solution should give specific recommendations for data governance as necessary including:

- Data quality responsibilities and metrics at initial data entry
- Data quality reviews and procedures for returning data for clean-up prior to identifying it as valid for upload to the consolidated data Platform
- Data quality audits within the Platform to verify that data quality standards are being met

The solution should support all aspects of data cleansing including but not limited to:

- Data profiling and discovery
- Data enrichment drawing from internal and external sources
- Data validation and reconciliation against source systems

The solution should:

- Enable the user to define actions based on existing business rules
- Have provision of sending email notification based on completion or failure of certain events or violation of business rules
- Let the users have an understanding of the quality of the data using data profiling which should be automated and provide for out of the box data profiling capability
- Have the functionality to drill down to individual data sources and view specific records of a source to analyze output of data profiling
- Have the functionality to apply custom business rules to the data to identify records that cross certain thresholds, or that fall inside or outside of defined ranges
- Have the functional ability to identify data that fails to conform to internal standards or external reference standards.

3.2.3. Data Cleaning

The data from the various existing source systems including but not limited to CBS, EFT Switch, Treasury, EXIM, etc. will be extracted, transmitted and loaded into the MIS Database in an automatic incremental process without any manual intervention.

Before loading data to the MIS Database, the data is to be cleaned and enriched for qualitative MIS.

Hence the bidder has to provide a tool for cleansing and enriching not limited to a few fields or patterns. The extracted data fields will be minutely checked for partial data, missing data, logical errors, pattern matching for same customer/ Household/ corporate/ group, etc. as well as additional data fields required for the reports to be sent to statutory / regulatory authorities. The loan accounts after

extraction should be accurately categorized under respective sectors by following the RBI Guidelines. The data errors and additional data fields required will be published and will be made available for End users (Branches/ Offices) wherein they would take up data correction in the respective Source Systems and filling additional requirements with inbuilt data validation checks. Data is to be enriched by various processes like De-Duplication to identify unique customers having multiple accounts on various search parameters like Phone/Mobile number, Aadhar No, PAN Number, Name, Address, CIN No, etc. The De-Duplication utility should be made available through a Web based portal.

3.2.4. MIS Database

As per the RBI requirement the MIS database is required to be built by the bidder. From this database ADF/ADEPT/CIMS will be generated and the same database will be used for internal MIS reports and Adhoc queries as well. A read only access needs to be provided to the Bank's In house team. The solution should be able to carry out sector classification of Borrowers/Customers accounts, as per RBI Circulars. MIS Database is required to store granular, integrated, cleansed, aggregated & transformed enterprise data for reporting and analysis. The Database should be able to create a centralized repository and capable of handling large volume of highly integrated data and must be scalable. The MIS Database should be Central Repository and be a single version of truth by integrating and cross-relating relevant information from various existing source systems and future systems for the purpose of query, analysis and reporting of information duly using tools of analysis, transformation and presentation. The proposed MIS Database should also cater to any additional applications/ requirements that the Bank may acquire/ implement during the course of the project. The MIS Database should support Ad hoc Queries along with those which often retrieve large amounts of data, stored procedures and Reports among various other features for viewing and downloading data in addition to standard reports. In general, fast query performance with high data throughput should be the base of the MIS Database. The bidder is expected to maintain zero data loss under any circumstances. The system should have facility of storing and processing of frozen data such as Month-end/Quarter-end/Half Yearly data.

The MIS database/ Central Data Repository should be configured in such a way that the daily process should be delinked with the history data stored in MIS database/ Central Data Repository.

The Central Repository should be capable to store and process huge volumes of data. It should feature the functionalities like Partitioning, Set Processing, In-Memory Processing, Workload Balancing, Fault tolerance and Recovery.

This MIS Database will serve as the foundation for any future projects of Bank in the field of Business Intelligence and Data Analytics.

3.2.5. Sizing of Hardware and Software

The Bidder has to provide the sizing of Hardware for the Solution, software & services to meet technical and functional requirements as per the terms of the RFP within the timeframe prescribed by the Bank. Bidder needs to provide the sufficient Hardware Sizing so as to cater the proposed solution smoothly during the whole contract period, also bidder should factor the sizing keeping in view all other application installations like Antivirus, Monitoring applications, application for server hardening etc. Bidder has to ensure the high availability, scalability, redundancy and performance of the solution, and to meet technical and functional requirements of MIS Database as per the terms of the RFP within the timeframe prescribed by the Bank. The successful bidder should make sure that the solution should be adaptive and responsive to allow integration of applications which may be used by bank in future.

The successful bidder need to quote the rates of OS and Database, if bank possess the license of OS and database then the same will be provided by bank.

While preparing the sizing of Hardware for all environments, the bidder should consider that the CPU & RAM should not exceed 70% and Storage Utilization should not exceed 80% of total size at any point during the contract period. The same will be verified using daily system logs and a Quarterly Resource Performance Review which will be conducted by the bank. The Resource Performance Report will recommend any precautions or any resource augmentation, etc., if needed to be implemented, to optimize the performance. The sizing and specification of the hardware should allow vertical scalability during the whole period of TCO. The successful bidder shall confirm/ certify that the Hardware, Operating System, Software & Database licenses, etc. as specified by the bidder is adequate to fulfil bank's requirements for the whole period of TCO and is as per industry best practices. For sizing, the following information shall be taken into consideration but should not be limited to

1. Number of Branches and Offices- 1900
2. Number of CASA & TDA Accounts- 3.80 Cr
3. Number of Advances accounts- 32 Lakhs
4. Number of Customers- 4.56 Cr
5. Average Daily Transactions - 73 Lakhs
6. Average Daily Financial Transactions - 34 Lakhs
7. Current MIS Database of approximately 10 TB is having month wise data of CASA, TD and Advances since January 2014 along with latest customer details. The same will be one among the source systems for future use with proper validations, checks and procedure defined by Bank.
8. 200 Concurrent users logged in, concurrent generation of reports, etc.
9. 10% Year on Year growth of customer base, advances, CASA, etc.
10. Future projects, reports, etc.
11. Periodic backup of data.
12. Development, Testing and Production Environment.
13. ETL/ ELT Volume and frequency of ETL/ ELT from different data source.
14. Month-end / Quarter-end MIS database maintenance
15. Separate database for incorporating MOC instructed by auditors during statutory audit to generate audit returns
16. Space in MIS Database should be available for Bank users for various adhoc jobs.
17. DC & DR Setup including replication.

3.2.6. Software Lifecycle

Design, development, testing, Implementation and maintenance of MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project should follow Software Development Life Cycle (SDLC) processes for data integration, MIS, data quality, cross functional analytical requirements of the Bank and should be as per ISO Standards. The bidder can also opt for Agile or Scrum Methodology, whichever is best suited for completion of this project.

3.2.7. Facility Management

The bidder have to provide onsite facility management services during the whole contract period for system administration, data base management, application development/customization, adhoc requirements and onsite support by providing adequate resources that are qualified and experienced during the implementation, support, sustenance phases throughout the validity of the contract. The

Bidder should ensure that the personnel provided to the bank should design and implement the solution according to the highest standards during the implementation phases. The FM services provided by the bidder shall only be allowed to connect to Bank's network from Banks location only. The bidder will not be allowed to establish a remote connection from any third party delivery centers in order to provide such services. The bidder is required to propose on-site delivery model.

Changes to business applications, IT components and facilities should be managed by change management processes to ensure integrity of any changes. The Bidder must provide a web based portal to raise issues/ tickets, major or minor incidents, logs of DML and DDL operations, Change Request input and its tracking, etc. with facility to generate reports for review and monitoring. The onsite team will be point of contact for Bank for all service requests, incidents and problems.

Considering the extensive nature of the Project and the envisaged relationship with the Bidder, any service, which forms a part of facilities management that is not explicitly mentioned in this RFP as excluded, would form part of this RFP, and the Bidder is expected to provide the same at no additional costs to the Bank. The Bidder has to envisage all necessary services to be provided 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 critical services on the pretext that the same was not explicitly mentioned in the RFP.

3.2.8. Environment, Licenses & Infrastructure

SI is expected to provide and maintain a development, test & production environment separately to conduct end-to-end User Acceptance Tests during project implementation and thereafter during the whole contract period. The Development server sizing should be appropriately done to ensure smooth development activities to meet the scope and timelines. The testing server should be appropriately sized to ensure all types of testing including load testing. However, all the servers except the production server can be leveraged for load testing. The test and development servers should be physically separated from production server. No data from the production environment should be taken for testing, the data used for the testing should be masked data. The solution provided by the bidder should support Bank's DC-DR setup and the DR should be exact replica of DC. It would be the responsibility of the bidder to ensure that the real time replication of database and application happens between DC and DR. The Licenses for OS, Database Software and any other tools required for the solution should be provided by SI. Bank is having ULA for Oracle Database and also possesses Windows OS Licenses. All the bidders are required to quote for Database and OS licenses in the bill of Material. However, the database and OS license cost will not be considered while calculating the TCO in respect of the database and OS Licenses, for which Bank already possess the licenses.

3.2.9. System and Data Security

1. Data Security

- All communication between application and central repository should be secure.
- Security of data at rest and in transit, the details of how the data is secured shall be clearly stated in the proposal.
- VAPT/ IS Audit of the whole solution will be carried out by Bank or any third party appointed by Bank.

2. Access Control

- Individual user ID and password is required to access the application, preferably integrated with Active Directory.
- Auto inactivity Time-Out feature, the time-out timing should be configurable.

3. Account Management

- Application shall provide multi-level access control feature.
- Application shall provide functions to disable/ suspend accounts that are active/ inactive and will provide the reports of the disabled/ suspended accounts.
- Application shall provide function to delete accounts and provide reports of the deleted accounts.

3.2.10. Training

Comprehensive training covering all aspects of MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project including all Functional and Technical aspects on configuration, operation, functionality, maintenance, support and administration to be provided to all the identified Bank's staff. The tentative number of persons to be trained will be a maximum of 50 and they may be split into batches for training for the whole period of TCO as per Bank's requirement.

S. No.	Training Type	Batches	Number of trainees per batch
1	Executive Awareness	1	10
2	Core Team Training	1	20
3	Train the Trainers	1	20

The cost of training of each batch will be paid upon successful completion of the same and against receipt of Acceptance Report signed by Bank's identified Project Manager. This will include technical training including hands on training on the technology stack deployed, super user training, Log analysis & Monitoring and training materials (both soft copy and hard copy). The SI/ bidder should provide details regarding Application Software, Data Modelling, Database Design, Table Structure, and Application Programming Interface & Protocol etc. so as to give the Bank sufficient insight on working of the application or software and for preparing adhoc reports. The same should also be incorporated in the training manual/ document. The training for the first batch of Core Team should be completed before go-live date and for the remaining batches Bank will decide the schedule after confirming with the bidder.

3.2.11. Manuals/ documentation

Project Documents, User Manuals and Technical manuals are to be provided for all the functionalities/ modules/ tools proposed for the solution separately. In addition, online help/ FAQs with search option has to be made available for all users for all applications. A minimum of 70 User Booklets should be provided giving the location and sample data of each report and published in structured and labeled manner.

3.2.12. Web Portal

The proposed solution should allow the users from Branches/Zonal Offices/Head Office to build and generate ad hoc reports/data based on the aggregated and granular data maintained in MIS Database. Approximately 131 RBI ADF reports, 62 MIS Reports and any Ad-hoc reports, if any, are to be developed as it may be required by various Departments. The details of 62 MIS reports are provided in Annexure XIX. The reports generation must support view/ download in multiple formats like PDF,

Excel, Word, Text, HTML, XML, XBRL, JSON, etc. All the reports (RBI usage/ Internal Usage), which are developed by the bidder, are to be hosted in the MIS Web portal. Identified ADF & MIS reports needs to be generated at server level as of CBS EOD data and ready to be downloadable at user level login without generating them in run time. This Portal should enable users to view/ download the same in various formats such as excel, XBRL, pdf, csv, xml, etc. The Web Portal should be device and browser compatible and should be accessible through Desktops/ Web and on all types Mobile devices (IPad & iPhones, Android Phones). History of report generation should also be made available in the portal. The web portal should have proper user management module to enable various level of users and allocating access rights to users. Also, the User management module should be capable of integrating with bank's Active directory.

If any data is not available from the previously mentioned source systems, then a web portal/ interface will have to be developed for punching of the same with proper validations, checks and procedure defined by Bank. This web portal/ interface should follow the Maker-Checker Concept to ensure its correctness of the data punched. It should maintain logs and audit trails for every punched data.

After the completion of daily ETL/ ELT process and data is stored in MIS database, some of the identified reports should be generated automatically and should be made available to users through mail, Web Portal, SMS, etc. Based on which various RBI/ Other Statutory Authorities, etc. reporting requirements will be fulfilled with a complete audit trail for all data modifications. The solution should have a report designing tool with a GUI to enable the end user with the flexibility to add/drop data fields/ elements to generate various reports with scheduling facility that are required to be automatically delivered to various authorities. Also, these reports should be made available for ready downloading any time, so that the generation of the same is not required. The details of all reports to be developed will be shared by bank to the successful bidder.

- Ability to support for Web-based administration that can monitor data and events, monitor portal components such as HTTP server, Portal Cache, Portal Repository etc. and maintain portal configuration files.
- Support for centralized, web based user provisioning ensuring single definition of users, roles, groups and access rights.
- Declarative Development of portal pages with Web 2.0 features
- System shall have search capabilities that supports powerful and comprehensive full-text searching, metadata searching or a combination of the two.
- It should natively support multiple databases like Oracle, SQL Server, etc.
- Portal architecture should support both .NET and Java platform
- Should support Application Development using Application Development Frame base on standards like JSP, Java, J2EE .Net etc.
- Should be able to manage portal content using web content management from common content management repository through out-of-the-box integrations
- Portal platform must provide ability to wire the portlets together. This means that various portlets on a portal page can be connected with each other using a parameter to produce a simple, contextual application that integrate data from disparate systems.
- The portal solution should provide browser-based tools that would let business-level portal managers intelligently view, download and filter data in the web portal.
- The administration tools should provide granular control and delegation of administration tasks for custom role-based management.
- The portal platform should provide support for Digital certificates and Secure Interface for confidential transactions as required.
- Support for unified Single Sign On for internal integrated applications
- Support for easy integration with Identity Manager to control search based on user roles
- Support for integration with external LDAP server such as Active Directory

- The portal solution should provide secure and controlled access to the main console. Only portal administrators should be able to access the console without exposing data that might be sensitive or private.
- Portal should provide comprehensive main module to tracks portal/community traffic, searched keywords, system response time, document downloads, user turnover, visit duration, etc.
- The platform is certified with a vast array of databases and App Servers and also against security products with a common Security infrastructure.
- Supports a single, integrated, best of breed development environment. Enables consistent design time and run time environment.

3.2.13. Updation of MOC Effects

The solution is expected to have the capability to update various effects of MOCs (Memorandum of Changes) carried out during Audit including Pre- MOC for all locations, Post- Zone MOC, Post-Head Office MOC and generate Quarterly/Half-Yearly/Yearly reports in reasonable time without extra efforts. The solution should be capable to quickly imbibe the MOCs in the MIS Database and also preserve the Pre-MOC Data in the MIS database as most of the Statutory reporting of both Audited and Un-Audited data is to be done. These activities will be carried out as a part of application support under facility Management.

3.2.14. MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project

The bidder is expected to implement MIS, RBI ADF Project, RBI ADEPT Project & RBI CIMS Project with proper business processes and as per ISO Standards. The Solution, during the contract period should be able to generate all the existing reports listed during the business requirements phase and UAT phase. Also, any minor or major changes in these reports shall be carried out by the bidder without any extra cost during the contract period. However, any reports other than those listed in business requirements phase and UAT phase, and developed later on, and any corrections/ modifications thereafter of these reports will be a part of Change Request on Per Man-Day Rate quoted in Bill of Material by the bidder for the entire contract period. Also, the bidder is expected to implement any upcoming projects of any Regulatory/ Statutory Authorities related to MIS, RBI ADF Project, RBI ADEPT Project & RBI CIMS Project, which will be based on mutually agreed terms and cost.

The RBI ADEPT and RBI CIMS solution should have the following features but should not be limited to

1. The solution should have option for enabling Bank users to schedule the jobs without any programming efforts at any time.
2. The solution should have secure interface with external systems including RBI systems and other bidder systems.
3. End-to-end Automation of secured data transmission to Regulatory/ Statutory authorities.
4. The solution should be capable to generate data/ report in the format as required by Regulatory/ Statutory authorities including Statistical Data and Metadata Exchange (SDMX) format, XBRL, JSON, ASCII, Text, PDF, Excel, etc.
5. The solution should be capable to derive data from multiple data sources having satisfied the data integrity and data quality parameters including history data.
6. The solution should have facility to facilitate digital signature to enable bank to submit/ transmit data to regulatory authorities.
7. The solution should be dynamic to incorporate any future changes, corrections, modification, improvements, etc.

8. The solution should facilitate data masking of confidential data identified by bank.
9. The solution should be web based portal incorporating all features with very user friendly Graphical User Interface.
10. The solution should be capable to Geo-Location Tag for capturing bank and branch locational details.
11. The RBI CIMS solution should support Elements based approach/ framework of RBI CIMS Project.

In SDMX format of RBI CIMS Project, the element is represented in terms of Data Structure Definition (DSD). DSD is the structural metadata associated with an element, which includes information about the dimensions, measures, attributes of an element. Value of a dimension is represented by a code list. Constraints can be applied to use a particular subset of values. This makes a dimension usable in multiple DSDs. The measure is the actual value after considering all the dimensions. The attributes are the additional information like Audited or Unaudited data.

3.3. General Aspects in Scope

The selected bidder should provide required software and licenses, if any, including implementation / execution of the same within the stipulated time period.

a. The Solution should ensure high uptime of 99% with requisites redundancies in the solution to avoid single point of failure. Uptime of the solution will be reviewed every quarter. The solution should support accepted industry based security and directory schemes viz. SSL, PKI, Digital Certificates, Digital Signatures, USB Token/ Smart Card, etc. Also the solution should maintain logs and audit trails of the solution. Being a financial institution, Bank expects that the solutions proposed should facilitate necessary security check and validation processes for ensuring full-proof access to the systems. These security measures should be an integral part of the product.

b. The bidder is expected to use best in class industry proven safeguards that prevents the misuse of information and appropriately protect the confidentiality, integrity and availability of information systems. Follow industry standards like OWASP, CERT, etc. during the whole SDLC Process.

c. The bidder should provide the solution for generating all the existing In-House/MISADF/other regulatory and Ad-hoc reports.

d. Multiple levels of authority is mandatory so that the proposed solution can provide multiple levels of access for users, managers, administrators etc., depending on their roles.

e. Any security related issues (including various audit conducted by the Bank/Third Party) reported/ observed in the system is to be rectified on top priority on mutually agreed timelines as a part of the vendor performance commitment during entire contract period. The same should not be postponed till implementation of next release/update. The SI is required to fix any vulnerability in the solution at no additional cost during the entire tenure of the contract.

f. The solution should have Access Control List features and should be able to record unsuccessful login attempts and client's IP and Network Interface Address. The solution should have the capability to provide the report of such failed login attempts.

g. The selected bidder should provide one year of comprehensive onsite warranty for proposed solution including associated services. The warranty of the solution will start from Go-Live Date of the

solution. After the completion of One year of warranty from the Go-Live Date, the bidder will maintain the software for 4 years as a part of ATS. The comprehensive charges for 5 years including one year of Warranty period and 4 years of ATS Period would form part of TCO (Total Cost of Ownership).

h. The Bidder should take care of all aspects of installation on existing or new setup, De-Installation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on – site, as well as off - site support to ensure smooth operations during and post implementation on perpetual basis.

i. Bidder should sign the Service Level Agreement (SLA) based services and SLA tracking system for maintaining operational workflow.

j. The scope of the services is to be provided for the project duration initial for 5 years with an option to either party can exit after 90 day's written notice, if any contractual material is breached by either party (Services will be deemed to have been implemented from the Go-Live date i.e. from the date when the bidder has successfully implemented the CDR and Successful UAT of 60% of the reports is completed). The List of Internal MIS Reports is listed in Annexure XIX and the list of 131 RBI ADF Applicable Reports can be obtained from RBI Official Website. After the Go-Live date, Bank may decide to make the software live for the end users.

k. Time, being an essential feature of the contract, the selected bidder is expected to successfully implement complete Central Data Repository and generate all reports as prescribed by Bank within 42 weeks from the date of placing Purchase Order. The priority of reports will be decided by Bank and will be conveyed to the successful bidder.

l. Project Completion Document should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/upgradation.

m. The bidder should develop new Reports or modify/ combine existing reports as per instructions/ requirements from RBI/ Bank, etc. during the whole contract period of 5 years The cost for customization should be included in the Bill of Materials, in terms of per man-day cost. The maximum number of man-days for non-billable CR should be specified in the bid so that, if efforts requires beyond that count of days, then the particular CR will be treated as billable CR.

n. The Solution should comply with all the prevailing policies of bank. The respective policies will be shared with the successful bidder.

o. The bidder is expected to migrate by redesigning and recording the existing MIS Database for any reference required while developing the New MIS System.

p. The bidder is expected to maintain coding standards as per best industry standards and bank reserves the right to audit the source code for industry standards.

q. The bidder is expected to develop a disaster recovery plan for restoration of the system in the event of any disaster or major incident. The Disaster recovery plan will be first tested prior to go-live to verify DR readiness and then on every subsequent DR Drill conducted by Bank, the solution will participate in the DR Drill. The DR drill period will be decided by bank.

r. In case any bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP. The bidder shall take into consideration future takeover/ merger/ acquisition/ amalgamation of the open source software to/ by other company. The bidder should give an undertaking stating the continuation of support of the open source software delivered if any during the whole contract period.

s. The ownership of the Software/ Firmware licenses shall be that of the Bank from the date of delivery and installation of the same. The bidder should propose a solution for which OEM End of Sale is not declared within 3 years of signing the contract and End of Support is not declared for the contract period of 5 years.

t. The Bidder shall also ensure that the software does not and shall not contain any computer code or any other procedures, routines or mechanisms to:

- Disrupt, disable, harm or impair in any way the software (or other applications installed on the system the software is installed or interacts with) orderly operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices);
- Cause the software to damage or corrupt any of the Banks' or its clients' data, storage media, programs, equipment or communications, or otherwise interfere with the Banks operations, or
- Permit the Bidder and/or its personnel and/or its licensors and/or any other third party, to access the software (or any other software or Banks computer systems) to cause such disruption, disablement, harm, impairment, damage or corruption (sometimes referred to as "traps", "access codes" or "trap door" devices).

The scope of work shared above is only indicative and non-exhaustive. The bank and successful bidder will prepare an exhaustive scope of work and list of reports to be provided as a part of this solution.

3.4. Technical & Functional Specifications

The solution is expected to have all the Technical and Functional Specifications mentioned below but not limited to them. The bidder have a freedom to use their reusable code, however, once the solution is built, the Solution's IPR will be with Bank of Maharashtra.

S. No	REQUIRED FEATURES	BIDDER'S REMARKS (IF ANY)
A.	TECHNICAL SPECIFICATIONS	
1	The web-based Admin module shall support Users/ Groups/ Role definition and granting/ revoking Access Rights and set password expiries.	
2	Solution should be OS Independent. Also, it should be able to run in mobile devices of staffs irrespective of types of OS in mobile devices.	
3	Solution should provide fail-over, back-up and recovery capabilities.	



4	The communication between server, database, browsers and other systems should be encrypted. Data in Motion and Data in Rest should be encrypted. Bidder should use PKI solution for encryption.	
5	Solution should not rely on browser helper objects/ active x control/ applets for communicating authentication data to backend as there are numerous security vulnerabilities found in such add-ons.	
6	Application portal should be SSL secured and should have logs and audit trails, Access Control List and other security features. Solution should produce detail audit trail including but not limited to user id, computer, IP address, resource being accessed with URLs, timestamp, login time, etc. Solution should be able to produce various event based reports such as enrollments, un-enrollments, logins, unsuccessful logins, etc.	
7	The user access hierarchy and reports should be as per Bank's administration architecture for e.g. Branches / Zones / Head office etc.	
8	<p>The solution should have interface with CBS System, EXIM, E-Treasury, EFT Switch, Internet Banking, Mobile Banking, UPI/BHIM, LLMS, EWS, DMS, Audit MOC returns, GL System, NEFT/ RTGS, Credit Card System and History Data. The data shall be pulled through interfaces on daily basis for generating various Reports/ MIS on daily basis.</p> <p>The interfaces shall be through ETL/ ELT, direct table to table copy, through API, Web interfaces, XML based, etc. on case to case basis.</p> <p>The interfaces with existing data sources should be developed by the bidder using the data encryption.</p>	
9	The solution should comply bank's information security policy and the observations of periodical security audit observations should be complied with. Comprehensive audit trail and logs should be available.	
10	Application should be capable to handle at least 200 concurrent login. Also, the solution should not allow concurrent sessions for the same user.	
11	The solution should comply Bank's archival and storage policy.	
12	Bidder to comply with the proposed Personal Data Protection Bill.	
13	Seamless Integration - The application software should be centrally installed at HO level and should be compatible in DC & DR Setup. During Bank's DR Drill period, the application should work in DR.	
14	The system shall support web-based administration module for the complete management of system.	
15	Application must also be compatible with the hardware available / used at branches and Browser independent.	
16	The proposed solution should support the integration with Bank's Active Directory, Mail System, E Health Management system, CSOC system, Antivirus system and other monitoring system.	
B.	FUNCTIONAL SPECIFICATIONS	
1	The administrator should have the rights to manage the entire application. The administrator can assign roles to users. Definition of roles shall be parameterized. This role can also be made universal and applied to the entire application or selected applications. The access to	

	the reports generation tools should be provided to bank's designated staffs for generating ad-hoc reports as and when required for the Bank.	
2	Application should be capable of creating Branch, User, etc. masters by importing data from the existing CBS/ HRMS/ Other application of the Bank and maintain the same. User rights and password control should be as per Bank's policy.	
3	Application Design should be capable for Opening/Merging/Closing of branches/zones at any point during the contract in Central Data Repository.	
4	Provide assistance to the Bank staff through a robust web based system to provide immediate and timely Handholding and support on technical and domain issues.	
5	Various reports shall be made available through intranet as selected by Bank on various parameters such as district wise, city wise, zone wise, branch wise, bank as a whole, CIF wise, product wise, segment wise, sector wise etc.	
6	Searching facility through intranet for searching database on various input parameters such as CIF, account, mobile, PAN, Aadhar, GST no, etc. using Boolean parameters and fuzzy text search.	
7	CIF Deduplication functionality.	
8	The solution should generate reports in various file formats such as CSV, excel, word, PDF, XML, JSON, etc. The solution should support digital signing.	
9	The solution should have facility to archive the data/ reports already generated for earlier periods.	
10	The solution should have the capacity to present single view of customer's accounts, sector classification of customers/Borrower Accounts (as per RBI Circular) / productivity of customers etc. The solution should have facility to generate performance report of staffs / branches / zones based on performance etc.	
11	The solution should have facility to generate leads from the existing customer data for support cross selling and upselling of bank's products, based on various search criterion inputs.	
12	The system shall provide LDAP support for integrating with directory services and shall support single sign-on.	
13	The web-based Admin module shall provide interface for purging old audit trail and do selective logging i.e. select the system or application features for which the audit trails have to be generated.	
14	The web-based Admin module shall provide facility to take complete and incremental backups and shall be able to integrate with third party backup solutions.	
15	The PII related data should not be used without masking.	
16	UIDAI Guidelines should be followed while handling Aadhar related data.	

3.5. Implementation scope

- Data integration from multiple operational source systems.
- Database Modelling.
- Implement security policy for data to be displayed on reports.
- Build Development, pre-production (UAT) and production environments.

- Exact replica of the solution to be deployed for Disaster Recovery (DR) site.
- The bidder would provide the sizing of the Hardware, OS, Database, any other components required for implementation of the project.

3.6. Detail Design

- Database design - Source to target mapping / ETL/ ELT - Reports - design workflows for approval.
- Build & Testing - Install proposed software solution and configure servers in Dev, pre-production (UAT), Production environments and DR set up.
- Implement Designed Solution.
- Develop Unit, Integration and User Acceptance Test cases.
- Unit testing and System Integration testing - Coordinate User Acceptance testing - Track test results and fix them.
- Historical data migration for analytical purpose.
- Deployment & Post Production then Production go-live.
- Knowledge transition to Support team.

3.7. Proposed Solution and Approach

Bidder is expected to provide their Approach and methodology for the implementation of project but not limited to the following

- Overall Implementation Methodology (Objectives of Phases, deliverables at each phase, etc.)
- Methodology for performing business design for quality control and testing of configured system.
- Methodology of internal acceptance and review mechanism for deliverables by the bidder.
- Proposed Acceptance Criteria for deliverables.
- Methodology and approach along with proposed tools and processes which will be followed by the bidder during project implementation.

To carry out the development of the above-mentioned components, successful bidder will be responsible for the following activities and will approach the engagement in this fashion:

1. Successful bidder will work with business team to understand detailed requirements, understand application in the scope of this project.
2. Bidder will prepare Functional specifications and conceptual design that will be reviewed and signed-off by Bank of Maharashtra. Based on these documents, bidder will prepare detailed design and document the same for ETL/ ELTs, Database model and report (User Interface).
3. Bank will review the design documents and provide signoffs.
4. Bidder to Develop / Build integrations, DB model and reports as per the design for the agreed scope.
5. Bank to review code and provide signoff. Bidder to fix code that is non-compliant with standards.
6. Bidder will conduct Performance tests throughout the period of TCO on quarterly basis. Based on the results, performance issues if any will be fixed by the bidder. Bank may also conduct audit of the project through third party multiple times during the period of TCO and any observations observed thereof will be fixed by the bidder within the prescribed timeframe.
7. Bidder will perform Unit testing, SIT testing and fix any defects found during testing. Support UAT testing and bug fixing during UAT.
8. Bidder to prepare configuration and deployment guide.

9. Bank to provide sign off to move the code to production.
10. Bidder to deploy code for production go-live.
11. Bidder to ensure system should support the Archival Policy of the bank. Data backup shall be done as per data backup and retention policy of the Bank. At any point of time, the current financial year data should be available online. Remaining data should also be readily available for any ad-hoc reporting or querying purpose.
12. Bidder to provide training to users as and when required by the bank.
13. The Bidder shall be responsible for providing the bank users with the requisite training material in both soft and hard copies. The onus of preparing and providing the training material to bank users will be on the bidder.
14. Bidder to provide 1 Year of Warranty starting from the Go-Live date and 4 Years of ATS and FM after the completion of warranty period. Go-Live date will be set at the full implementation of CDR/ MIS Database and completion of at least 60% of the reports.
15. The Bidder should provide support in person in the normal course and in emergencies, support will be extended through telephone, fax, and email and that such instances should be an exception.
16. In the event of system breakdown or failures at any stage, protection available shall be specified which would include the following:
 - a. Diagnostic for identification
 - b. Protection of data entered
 - c. Recovery / restart facilities
 - d. Backup facilities
17. Bidder will use all reasonable endeavors to replace such individual(s) promptly by other sufficiently skilled, qualified, and experienced person(s) at no extra cost to the Bank. Bidder will in the discharge of its obligations use all reasonable endeavors to minimize changes in personnel.
18. Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge any such information to any third party or other units without the consent of the Bank.

3.8. Indicative details of L1, L2 & L3 Support

Bidder will need to submit details of the capable on-site team for implementation and profiles highlighting past experience, educational qualifications, etc. Bidder should ensure that the Bidder's key personnel with relevant skills are always available to Bank. The bidder is also expected to share replacement mechanism to bring new members due to attrition or reasons beyond the control of the bidder. The count of onsite personnel in L1, L2 and L3 capacity mentioned below is for the duration of AMC Period. The count of onsite personnel mentioned below is tentative and may be changed according to Bank's needs. The scope of functions of L1, L2 and L3 resources during AMC period shall be inclusive of all functions mentioned below, but not limited to them. However, the bidder should deploy proper hierarchy of employees after the Purchase Order by Bank to complete the project within the prescribed timeframes and meet the SLA requirements. Also support personnel should be deployed in order to fulfil the Ad-hoc and other requirements. The tentative number of personnel mentioned below is for AMC Period. The successful bidder should be able to provide support for ad-hoc reports requirements of the bank immediately after successful implementation of Central Data Repository.

The holiday for onsite personnel will be as per Bank's holiday schedule. The working hours for onsite personnel will be as per Bank's working hours. For business exigency, the onsite personnel shall be called during non-working hours and holidays also.

S No	Type of Role	Availability	Functions
1	Minimum of 4 L1 Resource should be available.	<ul style="list-style-type: none"> Resources to be available from 10:00 am to 07:00 pm on Bank's business days. The timings mentioned above may be changed according to Bank's Needs and the services of the Onsite resource may be required on Holidays/Non Business Hours or as per business exigency. The business hours of the bank may be changed as per bank's requirement/ RBI or Government instructions. 	<ul style="list-style-type: none"> To address and resolve any tickets/Queries/Issues related to business department requirements. To address and provide all the ad-hoc report request arising from any department/field offices. User Management. Provide telephonic and/or electronic mechanism for problem reporting request and for service and status updates. To resolve any issues relating to the solution. Monitoring of daily processes like ETL/ ELT, Report Generation and Pushing and perform RCA if required. Help / guide Bank team with usage of reporting tool. Provide Application Support.
2	Minimum of 2 L2 Resource should be available.	<ul style="list-style-type: none"> Resources to be available from 10:00 am to 07:00 pm on Bank's business days. The timings mentioned above may be changed according to Bank's Needs. 	<ul style="list-style-type: none"> To act upon the tickets routed from L1 resource. To address issues/queries related to Business application. To access the RCA and accordingly resolve the same within the timelines. To track problems from initial call to restore the services. Resolve the call within stipulated timeframe as defined in SLA. Modification/Development to existing/new reports/ Business processes. Performance tuning of the application including Database tuning. Provide support during regular DC/DR drill. Ensure patch releases/upgradation are ported to the production environment with no business disruption or losses. Backup and Restoration management. Provide Application Support.
3	Minimum of 1 L3 Resource should be available	<ul style="list-style-type: none"> Resources to be available from 10:00 am to 07:00 pm on Bank's business days. The timings mentioned above may be changed according to Bank's Needs. 	<ul style="list-style-type: none"> To cover entire project management and support of the proposed solution.

- Bidder shall exercise requisite control and supervision over its personnel in the course of rendering the services and make best efforts to ensure that the services are rendered in a continuous, efficient and uninterrupted manner.
- Though Bidder has the right to withdraw its personnel, Bidder will replace the persons with other personnel having appropriate experience and skills at no extra cost to the Bank.
- In the event that any person engaged/deputed/deployed for rendering services, is, either;
 - No longer available by reason of resignation or termination or the like; or,
 - Unable to render satisfactory services; or,
 - Not acceptable to the Bank by reason of any misconduct or non-performance on the part of such person,

Then the Bidder will use all reasonable endeavors to replace such individual(s) promptly by other sufficiently skilled, qualified, and experienced person(s) at no extra cost to the Bank. Bidder will in the discharge of its obligations use all reasonable endeavors to minimize changes in personnel.
- Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge such information to any third party or other units without the consent of the Bank.

3.9. Project Deliverables

The following would be the deliverables that would be required to be submitted during project implementation phases.

Phase	Project Specific Deliverables
Requirements and Analysis	Project Charter, Project Architecture and Project Plan. Gantt Chart of Project Plan. As Is report and Gap Assessment Report. Business Requirement (BR) Document. Functional Specification Document. Change Management Plan. Risk and Quality management plan. Weekly Progress Report.
Design	ETL/ ELT framework design. Detailed design document for Reports (UI). Data Modeling. Test plan. Data mapping between source and target. Roles and Responsibility of deployed team members. Weekly Progress Report.
Build	Install software and configure software. Application coding (ETL/ ELT, Database and reports). Test cases for Unit testing. Test cases for Integration testing. Test cases for user acceptance testing. Application demonstrations. Configuration guide. Weekly Progress Report.

Go-Live Stage	Deployment of solution on DC. Production deployment guide. Provide standard operating procedure document to the users. Exact replica of the solution to be deployed for Disaster Recovery (DR) site with Real Time replication between DC and DR. Disaster Recovery Plan. Weekly Progress Report. Final Go-Live.
Post Go-Live	Production support guide. SOP for all functionalities of the Solution. Training to users as per Bank's requirement along with Training materials. Knowledge Transition to Support team, Fix defects identified during warranty period. Business Continuity Plan (BCP) & Escalation Matrix to be shared every year. MIS User Booklet.
ATS	Annual Maintenance Contract with on-site support for 4 years after expiry of 1 year of warranty period.

3.10. Evaluation and Award Criteria

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the bank. First, received bids will be evaluated based on the eligibility criteria as per **Annexure III**. Technical bids of only those bidders satisfying the eligibility criteria will be evaluated.

After qualifying the eligibility criteria, the evaluation will be a three stage process. The stages are:

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted Evaluation

Commercial Evaluation of the bidders will be done for the bidders which have qualified Technical Evaluation. The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder.

3.10.1. Technical Bid Evaluation

The bidder needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those bidders who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation.

Note:-

- Copies of Work order / client reference to be provided. Documentary proof for Go-Live of implementation to be provided.
- Technically qualified and successful bidders would be called to make presentation of the solution offered by them as per the schedule decided by BoM. BoM may also visit and inspect the onsite / development centers and other installation of the bidders.

- Only those bidders satisfying the technical requirements and accepting the terms and conditions of this document shall be short-listed for further steps.
- Further the Bank's officials would visit reference sites provided by the Bidder if deemed necessary.

3.10.2. Evaluation Methodology for Eligible Bidder

Only the bidder who score more than 70 (Seventy) marks in Technical Evaluation process will qualify for Commercial Evaluation process. Bank also reserves the right of selection of System Integrator/ bidder either by Opening of Commercial Bids or proceed with the selection of Bidder through On Line Reverse Auction of System Integrators (who are found eligible after evaluation of Technical Bids). Bidder should give best prices in their Commercial bid and should not presume that Bank will go for Reverse Auction.

Commercial bids should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial bid submitted by the respective bidder. The calculation arrived by the Bank will be final and will be binding on the bidder. If any cost items in the commercial bid is found to be blank and not filled with any amount then it shall be considered as zero and the same will be offered to the Bank free of any charges. Bank of Maharashtra will consider the Five year TCO (Total Cost of Ownership) for the purpose of price comparisons given by the bidder.

The bidder may quote the best competitive price in the commercial bid as Bank reserves the right to opt for Reverse Auction and in case Bank does not opt for Reverse Auction, the commercial bid submitted by the bidders will be opened to decide the L1 price.

If the Bank opts for Reverse Auction, the Reverse Auction will be conducted by the Bank's authorized Reverse auction service provider, the details of which will be provided during the later stages of tendering process. Specific rules for this particular event viz., date and time, start price, bid decrement value, time allowed to confirm bid duration of event etc. shall be informed by the Bank, well before the event to the participating short listed bidders. The Bank reserves the right to 'call off'/ cancel the tender proceedings of Reverse Auction or cancel the Tender at any point of time. The price decided by the bank will be taken as the starting bid of the Reverse Auction and not for deciding the L-1 status. The L-1 bidder will be decided only later through calculation Process, on finalization of prices on completion of the Reverse auction process.

Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. This is not withstanding Bank's right to take any other action deemed fit, including claiming damages , 'Black Listing' the bidder from participating in future Tenders that would be floated by the Bank for a period found fit by the Bank, and also using the associates like IBA. The complete escalation matrix starting from the lowest till the highest level of hierarchy of the bidder has to be submitted.

Please note the contents and comply with the requirements of the same. Bidders are requested to ensure that they have a valid digital certificate well in advance to participate in Reverse Auction event. The cost of the digital certificate has to be borne by the bidder only. Bidders shall participate in the training or mock reverse auction at their own cost.

Criteria	Evaluation Parameters	Max Marks
The Bidder/ OEM has successfully implemented the project of RBI ADF for at least one scheduled Commercial Bank in India.	Bidder to provide proof and stage of implementation	10
Technical Architecture and Functional Requirements	Technical Architecture will be evaluated on parameters like openness, scalability, adaptability, flexibility, etc. and Functional Requirements as per RFP	35
Technical Presentation on Proposed Solution by the Bidder (To be Presented by the Proposed Project Manager).	Technical presentation should be have the following parameters: 1. Proposed Solution 2. IT architecture, approach and methodology 3. Project Planning 4. Project Governance and Project Team 5. Future Scalability	25
Project Write-Up	Proposal will further be evaluated on Technicality, Clarity, Completeness, etc. covering aspects of 1. Proposed Solution and Implementation Strategy 2. Project Architecture and Methodology 3. Future Scalability 4. Project Planning and Project Governance 5. Project Team- Staff Experience and Strength 6. Implementation Schedule and Approach 7. Past Implementation Experiences	10
Product Demo & Site Visit	Demonstration of exceptional experience and process flow in past implementations through Product Demo & Site Visit.	10
Phase-wise Implementation of Solution	Phase-wise Implementation of Project with Resource deployment plan.	10
Total Marks		100

In case there is only one bidder having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two bidders on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider bidder below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

3.10.3. Commercial Bid Evaluation

The bidder who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The technical scores of the bidders who qualifies technical evaluation shall not be disclosed to any of the bidders. The commercial bid would be evaluated based on a “Total Cost of Ownership” (‘TCO’) basis. The Commercial Bid should be shared in a separate envelope in the format as presented in Annexure X. The TCO shall comprise all the costs that the bidder shall charge to the Bank for the duration of the contract.

3.10.4. Combined Techno Commercial Weighted Evaluation

Bids will be evaluated as per Combined Quality Cum Cost Based System. The Technical Bids will be allotted weightage of 70% while the Commercial Bids will be allotted weightage of 30%. On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract. However, Bank will have the option to negotiate the price after commercial evaluation.

If the Bank proceeds with Reverse Auction, the bidders need to submit the revised Commercial Bid post reverse auction in the format as presented in Annexure X. This needs to be done within 48 (forty eight) hours of completion of Reverse Auction.

The Technically qualified Bidder with the lowest Commercial Bid would be declared as C_{Minimum} . The Technically Qualified Bidder with the highest technical score after scrutiny and normalization would be declared as T_{Maximum} . The score (S) shall be calculated as follows:

$$S = (0.3 \times [100 \times \frac{C_{\text{Minimum}}}{C_{\text{Quoted}}}]) + (0.7 \times [100 \times \frac{T_{\text{Obtained}}}{T_{\text{Maximum}}}])$$

- C_{Minimum} - Commercial Score Minimum Quote
 C_{Quoted} - Commercial Score Quoted
 T_{Maximum} - Technical Score Highest Scored
 T_{Obtained} - Technical Score Obtained

As an example, the following procedure can be followed:

Score will be calculated for all qualified bidders using the following formula:

SN	Bidder	Technical Evaluation Marks (T)	Commercial Bid (C)	$[(T_{\text{Obtained}} / T_{\text{Maximum}}) \times 100] \times 0.70$ (A)	$[(C_{\text{Minimum}} / C_{\text{Quoted}}) \times 100] \times 0.30$ (B)	Score (S = A + B)
1	AAA	75	20	40.83	22.50	63.33
2	BBB	80	15	62.22	30.00	92.22
3	CCC	90	17	70.00	26.47	96.47

In the above example, the highest score becomes the successful bidder. In case of more than one bidder with equal highest score up to three decimal, then number of decimal will be increased.

The total TCO will be used to derive the H1 bidder using Combined Techno-Commercial Weighted Evaluation. The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever.

4. GENERAL TERMS AND CONDITIONS

4.1. Governing Laws and Disputes

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 days, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties. The award of the arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Pune. The language for arbitration should be English only.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained.

This RFP shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this Agreement. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

The bidder shall undertake to observe, adhere to, abide by, comply with and notify the bank about all laws in force including IT act and Aadhar act, or as are or as may be 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 the bank and its employees/officers staff from any failure or omission on its part to do so and against all claims or demands of liability and consequences that may occur or arise for any default or failure on its part to confirm or comply with the above and all other statutory obligations/laws arising there from.

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 with amendment from time to time and payment and settlement systems Act 2007 and amendments thereof as applicable. Also 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 or any act in force at that time in respect of all software or other systems supplied by bidder to the Bank from any source.

Aadhar Act, 2016- The successful bidder must comply with Aadhar Act 2016 and the subsequent amendments.

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.

4.2. 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.

4.3. Limitation of Liability Clause

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

2. "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross

negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

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

Under no circumstances Bank of Maharashtra shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank of Maharashtra 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 vendor.

4.4. Service Continuity/ Contract Extension

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

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

4.5. Use of Contract Documents and Information

The bidder shall not, without the banks prior written consent, make use of any document or information provided by the Bank or otherwise except for purposes of performing contract. Successful bidder will have to sign Bank's approved Non-Disclosure Agreement (NDA).

4.6. Confidentiality

The bidder shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).

The bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

The Party receiving Confidential Information ("Receiving Party") hereby undertakes to Party disclosing Confidential Information ("Disclosing Party") as under

1. To maintain the confidentiality of the Confidential Information;
2. To use the Confidential Information only for the purpose of carrying out its obligations under this RFP;
3. Not to disclose the Confidential Information to any person or make use of or take advantage of the Confidential Information for any purpose other than as specifically permitted by this RFP;
4. To take all steps necessary to ensure that the Confidential Information is kept confidential and to maintain proper and secure custody of all Confidential Information;



5. Not to copy the Confidential Information or permit the copying of the Confidential Information in any form other than as permitted by this RFP;
6. Upon request, to return the Confidential Information to the Disclosing Party's, together with any copies of the Confidential Information, and not to make use of the Confidential Information in any manner so as to obtain any benefit, right or privilege for itself or for any other person that would not have been available but for it having access to the Confidential Information.
7. Receiving Party may disclose the Confidential Information to any of its officer, employee, agent, assignee, sub-contractor who has a specific need for access to the Confidential Information, but only to the extent that such disclosure is necessary in order to provide Services under this RFP and that such person is bound by obligations of confidentiality.
8. In the event Receiving Party shall disclose the information as stated in clause above, Receiving Party shall:
9. Keep a record of all copies provided and make that record available to the Disclosing Party's on request;
10. Take all precautions to ensure that the copies are protected from unauthorized access or damage;
11. Ensure that the copies are returned to Receiving Party or, in the case of copies stored or reproduced other than in a physical form, expunged, if (i) request is made by the Disclosing Party or (ii) upon completion of the tasks for which the Confidential Information was provided.
12. The obligations of confidentiality under this RFP shall not extend to information that:
13. Is public knowledge, other than as a result of a breach of this RFP;
14. Is already known to Receiving Party at the time of disclosure;
15. Is obtained by Receiving Party from a third party who has a lawful right to disclose it;

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; and
- (b) is designated by the Disclosing Party as Disclosing Party 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. 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.

2. In maintaining confidentiality hereunder 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 survive the expiry or termination of the agreement between the bidder and the Bank.

4.7. Patent Rights

The supplier shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible therefore, including all expenses and court and legal fees. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

The Supplier shall grant to the bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

4.8. UAT – User Acceptance Test

The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment. The UAT setup shall be used for the customization of any changes before movement in production. The setup would be kept available at all times during the contract period. The bidder is expected to formulate the extensive test cases.

The Solution will be deemed accepted only when all the functionalities as per the Scope are provided, commissioned and accepted by the Bank or the Bank appointed Consultant. The UAT shall be signed off between the Bank and the Successful Bidder.

4.9. Assignment

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

4.10. 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 sabotage, fire, flood, explosion, accident, epidemic, pandemic, civil commotion, strike or industrial action of any kind, riot, insurrection, war, acts of government, political instability, unavailability of communication system, breach or viruses in process of computer hacking and computer crashes and any other occurrence of this kind, listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other a fifteen (15) calendar days written notice 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 30 consecutive days then either party may have the option to terminate the agreement upon written notice of such termination to the other party.

4.11. Non-Disclosure Agreement

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement as per Annexure XX to maintain the secrecy of Bank's data as per following:-

- 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 Bidder protects its own confidential and proprietary information. Bidder shall restrict disclosure of the Information solely to its employees, agents and Sub-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.
- 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 Contractor in any future tendering process of the Bank.
- Any information considered sensitive must be protected by the Bidder from unauthorized disclosure or access.

4.12. Severability

- If any of the provisions of this Agreement 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.
- In the event any court or other government authority shall determine any provisions in this agreement is not amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- In the event that any of the provisions of this Agreement 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 Agreement 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 agreement.

4.13. Quality Standards

Bank is looking for well-proven branded products that should be in conformity with industry standards.

4.14. Manufacturer's Authorization Form

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

4.15. Project Implementation

The Bidder is expected to implement the solution in a modular and phased manner. Bank expects the bidder to successfully complete the implementation of the solution within 42 Weeks from the date of placing Purchase Order. Bidder should also provide the phase wise timelines for full implementation in form of Gantt chart. The solution should be implemented in phases as under:

Phase 1 – Completion of Requirement Study, Setting up of application, Data Modeling, development, testing, etc. for both DC & DR. Bidder is expected to successfully implement acceptable Central Data Repository and completion of at least 60% of all reports shared by Bank. The priority of the reports will be set by the Bank.
Phase 2 – Successful completion of at least 80% of all reports of the Project.
Phase 3 – Successful completion of 100% of all reports of the Project.

The Bidder is expected to implement Phases of Project Implementation as mentioned below

S.No.	Project Activity	Phase
1	Current State Assessment & Implementation Planning	1
2	Customization/ Implementation & Testing	
3	Development of 60% of all Reports shared by Bank & Successful UAT of the same.	
4	Successful Go-Live of the Project.	
5	Commencement of FM Services and Helpdesk Services	
6	Development of 20% of all Reports shared by Bank.	2
7	Development of 20% of all Reports shared by Bank.	3

Bank wants the Bidder to provide an integrated comprehensive solution to provide for MIS and ad-hoc reporting capability. This would provide the management with the ability to access, analyze and explore information, and develop insights and understanding of available data to achieve improved, informed and fact based decision making.

Bidder to provide the timelines of the Solution Implementation based on their experience in form of a Gantt chart keeping the above mentioned phases as a base. We expect the bidder to complete and successfully implement the Solution within 42 Weeks from the date of placing Purchase Order.

4.16. General Provisions

a. Successful Bidder will undertake to indemnify the Bank and keep the Bank and its officers/ employees/ Directors fully indemnified and harmless from and against all the consequences of any of its actions and/ or its sub-contractors, representatives, employees leading to breach of any of the provisions of Law faced, suffered or incurred by the Bank. The bidder should indemnify the Bank in case of any breach by the bidder or its sub-contractors, representatives, employees, etc. of its obligations under confidentiality.

b. Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Successful Bidder, its employees, officers, agents,

etc. Successful Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest or protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Successful Bidder and /or make deductions from the amount payable by the Bank to Successful Bidder.

c. Neither the contract which will be entered by the Bank with the successful bidder nor any action taken by the Successful Bidder shall constitute as between the Parties as partnership, association, joint venture or other common enterprise. The relationship between Successful Bidder and the Bank hereunder is on Principal-to-Principal basis. Successful Bidder is to ensure that no nexus, either direct or indirect, shall be established between its personnel and the Bank which may lead to any presumption or conclusion to the effect that the personnel may be treated as the employees of the Bank.

d. That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to i) All books, records, information of the Successful Bidder; ii) Any documents, records of transactions and other necessary information processed/ stored by, given to the Successful Bidder; and iii) Any document/information given by the Bank to the Successful Bidder and / or relevant to the outsourced activities available with the Successful Bidder pertaining to the services provided under this Agreement by the Successful Bidder. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the bank.

e. The access shall also extend to the books, records, information held by/ available with any person/ firm agent/ company engaged by Successful Bidder or any documents records of transactions and other necessary information given/ stored or processed provided by the Bank, to Successful Bidder and in turn provided by Successful Bidder to another agency, in order to render the required Services to the Bank.

f. Successful Bidder shall ensure preservation of documents and data in accordance with legal/ regulatory obligation of the Bank communicated to Successful Bidder in writing by the Bank, provided to Successful Bidder by the Bank, in order to render the required Service to the Bank.

g. That due diligence/ KYC/ physical verification of employees of the company/ their sub-contractor will be done by the successful bidder and proper records of the same will be maintained and shared with Bank.

h. Those adequate steps will be taken to build strong safeguards to avoid the access of information/ documents records and assets of the Bank with other organizations for whom Successful Bidder undertakes similar services.

i. That the Successful Bidder will ensure to get its security, practices and control process audited on a regular basis and disclose security breaches, if any, to the Bank. The copy of such audit report including the steps taken to address the issues raised by the auditors be provided to the Bank.

j. The Successful Bidder will conform to the laws, rules and regulations as stipulated by the Central/ State Govt. /RBI/ and/ or any regulatory authority in regard to employment of agents/ associates/ employees, etc. including the Minimum Wages Act.

4.17. Source Code

- a) The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project). The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor. Source code audit of the entire solution developed for the bank, to be done with a written notice of 10 days.
- b) The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.
- c) In case the Bidder is coming with software which is not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software bidder which includes support from the software bidder for the proposed software for the full period required by the Bank.

5. TERMS AND CONDITIONS

5.1. Signing of Contract

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and Integrity Pact (IP) with Bank, within 30 days of the award of the tender or within such extended period as may be permitted by the bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 days), the EMD will be forfeited after a grace period of 15 days.

5.2. Publicity

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

5.3. Duration of Contract

Bank will enter into contract initially for a period of five years (Starting from the Go-Live Date) including hosting the application and rendering consultancy services on the rates derived through this RFP Process. Go-Live date will be set at the full implementation of CDR/ MIS Database and completion of at least 60% of the reports. Bank also reserves the option to purchase the whole Solution duly updated and upgraded with source code at any stage of contract period or even after the completion of the contract period at the cost negotiated with the successful bidder as an optional item in the commercial offer.

However, the contract period for hosting the software application and consultancy services should be extendable after completion of 5 years for a further period 1 year or for the period, as decided by Bank on mutually agreed terms and costs, if the bank so desires.

5.4. Performance Bank Guarantee

a. The successful bidder shall provide a Performance Guarantee within 15 days of awarding the contract, which will be for the period from the date of receipt of the order or signing of the contract, whichever is earlier, in the format as provided in Annexure XVII to the extent of 10% of the total TCO value valid for the entire period of the contract plus 3 months or any such extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Maharashtra. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number. The PBG shall be denominated in Indian Rupees.

b. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.

c. In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-achievement of milestone/s set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.

d. 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 Performance Bank Guarantee, if any, under this contract.

e. If the Performance Bank Guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the bidder, will be forfeited.

f. The Performance Bank Guarantee may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

5.5. Acceptance of Order

Successful bidder shall be required to accept the order within 15 days from the date of order placement. Bank has a right to cancel the order and forfeit the EMD, if the same is not accepted within a period of 15 days from the date of order, otherwise it will be considered as accepted.

5.6. Implementation

Successful implementation is expected to be completed within 42 Weeks from the date of placing Purchase Order.

5.7. Acceptance Test

The system is subject to an Acceptance Test after completion of installation, Acceptance Test shall be done by BoM designated team for a minimum period of 5 weeks. Bidder has to arrange one engineer at the site at the date and time mentioned by the Bank to assist in the acceptance test. After successful Acceptance Test, Bank shall share the sign off.

5.8. Payment Terms

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the bidder in the price bid against such activity / item.

a) Enterprise License Cost

70% of the Product Cost will be paid immediately after delivery of Licenses in Bank's Name and successful installation of the product at both DC and DR site for the MIS, RBI ADF PROJECT, RBI ADEPT and CIMS Project of the bank. 20% will be paid after completion of 60 % of reports and 10% will be paid after development of all reports. All Payments will be made against receipt of Acceptance Report of the product at both DC and DR signed by Bank's identified Project Manager. The delivery of license should happen only after requirement gathering phase.

b) Implementation Cost

Delivery Milestone	Implementation Fee %
System Requirement Specification and analysis	10%
Completion of Gap Analysis and Implementation of CDR with the Hardware provided by Bank.	10%
UAT Sign Off of 60% Reports	45%
UAT Sign Off of 80% Reports	20%
Completion of Project Implementation (100% of Project Implementation)	15%

- Payment of Implementation Cost will be made after the completion of each Delivery Milestone as mentioned above after receipt of Acceptance Report signed by Bank's identified Project Manager. Go-Live date will be set at the full implementation of CDR/ MIS Database and completion of at least 60% of the reports. Go-Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & bidder representative.

c) AMC / ATS (After expiry of one year warranty period)

Payable quarterly at the end of each quarter after deducting any penalties, if any against receipt of satisfactory service report for the concerned quarter from the Bank's Project / Operation Manager.

d) Onsite Facility Management Support Charges

Payable quarterly at the end of each quarter after the Go-Live date and deducting any penalties, if any against receipt of satisfactory support report for the concerned quarter from the Bank's Project /Operation Manager.

e) Training Cost

100% of the Training cost for each Batch will be made after successful completion of each Batch. The training for the first batch of Core Team should be completed before go-live date and for the remaining batches Bank will decide the schedule after confirming with the bidder. All Payments will be made against receipt of Acceptance Report signed by Bank's identified Project Manager.

The cost of one time charges, if any, would be payable on successful commissioning and completion of acceptance test exercise for all activities or services deemed to be one time installation in this RFP. Bank shall deduct appropriate tax as applicable at source from the payment against the services and corresponding TDS certificate will be issued at the end of the respective quarter. Bidder needs to furnish PAN number, GST number and Sales Tax number. Photo copies of PAN card, GST certificate has to be submitted as required by the Accounts department for verification. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder during the duration of Contract Period. The Bank will pay invoices within a period of 90 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 30 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

5.9. Taxes

The prices are inclusive of all charges, Taxes, Statutory levies etc. except GST which will be paid on actual basis. The GST/ Custom duty will however have to be mentioned separately in the invoice and the bank may set off the applicable GST/ Customs duty against the Duty Free Scrip for which bank is eligible under chapter 3 of Foreign Trade Policy.

5.10. Warranty

The products & services offered must include comprehensive on-site warranty as provided by the OEM /Bidder from the date of installation and acceptance of the solution by the Bank including all software parts, media, patches, updates and licenses at no additional cost to the Bank. The Warranty will commence from the date of Go-Live of the solution/ software. This includes updating the latest patches of software, re-configuration, redeployment of application (if required), providing latest version (software subscription) of the software/license etc. Definition update / patch update, upgrade would be done by bidder immediately for critical updates or on monthly basis for normal updates/upgrades.

Warranty should cover the following:-

- Service support should be available on 24 x 7 x 365 basis.

- Bank should have facility to log the call directly with OEM/ bidder, if Bank faces any problem.
- The problem/ issue should be attended within 2 hours of receipt of complaint; however telephonic support should be made instantly on receiving the complaint. Warranty would cover updates from regulatory authority / Government instructions /maintenance patches/bug fixes (available from the original software bidder) for system software.
- During the Support period (Warranty and AMC), the bidder shall ensure the services of professionally qualified personnel is available for providing comprehensive on-site maintenance of the solution and its components as per Bank's requirements.
- The bidder should provide on-site preventive maintenance on regular interval i.e. quarterly. Pro-active product health status check-up (on-site) and submission of report by product as per Bank's requirement.
- The bidder will obtain written acknowledgement from Bank after completion of warranty period for successful sign off of warranty period.

In case of repetitive application failure (two or three times in a quarter) it shall be fixed immediately at no extra cost to Bank.

5.11. Annual Technical Support

The ATS rates for software will be valid for a period of Four years after expiry of One year warranty period. Payment of ATS will be released on quarterly basis. The ATS may be terminated by the Bank after giving three months" notice in case of deficiency in services.

The quoted rates for ATS shall include all Taxes, Statuary levies etc. except GST which will be paid on actual basis. The quoted ATS rate would be applicable for proactive support on 24 x 7 x 365 basis. ATS would cover all software including application without any exceptions.

The Bank will enter into an all-inclusive Annual Technical Services (ATS) contract with the selected bidder after the expiry of respective warranty period for the software systems.

Total Contract period: 1 year warranty + 4 years ATS. ATS on software is after one year warranty on software license.

5.12. Upgrades and Updates

The bidder shall be required to provide all future updates and upgrades for the solution provided free of cost during contract period. If however, the upgrades is not available then the support for the implemented solution should be available at any point of time during the whole contract period. All the IT components proposed under the RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc. Product items including Software nearing end of support/ life in next 3- 5 years should not be quoted/ provided in bid or during Project and Bidder / SI should ensure this for the whole contract period. However, if any proposed software becomes End of support/ End of life during the warranty/ AMC/ ATS period, the same will be replaced by the next version of software without any cost to the Bank. Bank will bear the cost of, if any infrastructure / hardware changes is required during update / upgrade of the solution or during replacement of next version of software. However any upgrade/ update should be anticipated during the Sizing of the Hardware. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account.

5.13. Penalty

The critical performance parameters shall be tracked on a regular basis to evaluate the Solution's performance. Performance measurement reports (system generated) on a quarterly basis or at a frequency as desired by Bank shall be provided by the successful bidder. Bidder will assist Bank for performing Availability & Performance measurements and / or checking the correctness of the said report. Penalty would be levied if the cumulative additional time / over utilization / delay, etc. under each specified measurement category, in a particular month or at a frequency as desired by Bank crosses the minimum service level. Service Level shall be measured after Go-Live Date till completion of contract period. Service Levels shall be reviewed at least once every month during the period of contract and may be added/ deleted/ changed by Bank as a result of such review or any new business/ IT Services requirements.

Penalties if any, as defined in SLA, shall be adjusted in the payment of a quarter. Balance penalties, if any, shall be levied in the payment for the subsequent quarter.

a) Delay in Installation & Implementation

The complete implementation of the project shall be made by the Bidder in accordance with the time schedule as agreed upon, technical specification, scope of the project and other terms & conditions as specified in the RFP document.

Any delay in performing the obligation/defect in implementation/performance of solution by the bidder may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract. A penalty @1% per week, of Implementation Cost issued by the Bank will be deducted for delay in implementation as per time schedule quoted by the bidder, with a maximum up to 10 % of total Implementation Value shall be deducted as per the purchase order issued by the Bank.

One percent of the Implementation Value would be levied as a penalty for every one week delay as per delivery timelines per product / service.

b) Failure in Maintaining SLA & Resolution of Reported Issue

Bidder has to enter into Service Level Agreement (SLA) with bank. SLA will include the terms and conditions mentioned in this bid along with the uptime and resolution commitments by the bidder.

The Application/Solution should not face any service impact/disruption. Its uptime should be at 99% (on quarterly basis).

The changes made in the solution during AMC Period against Change Requests should be completed within the quoted timeframe with quality. Penalty will be deducted @ 1% of Total CR Implementation Cost for each day of non-completion beyond the quoted timeframe for the same Change Request, with a maximum up of 30% of Total CR Implementation Cost for the same Change Request.

- Bidder should provide facility of call (fault) logging through telephone, e-mail, web portal, etc. The bidder must submit call wise details quarterly during warranty period.
- The bidder will have to pay the penalty amount as and when demanded by the bank, within 15 days from the demand date, otherwise bank reserves the right to invoke performance bank guarantee for recovery of the penalty amount.

- The Bidder would be responsible for ensuring that the exercise is as per the Implementation plan. In case the Bidder fails to commission the software/ solution on time, then the Bidder would need to make alternative arrangements at no extra cost to the Bank.

Performance Measurement

Sr. No.	Type of Infrastructure	Description	Penalty
1	Downtime for servicing	Each planned downtime for Application, database and operating system servicing etc. (up gradation, bug fixing, patch uploads, regular maintenance, etc.), attributable to the Bidder, will not be more than 10 hours. This activity will not be carried out between 9 AM to 9 PM. However, activities which require more than 10 hours or required to be carried out during business hours will be scheduled in consultation with Bank.	Penalty of INR 2500 for every 60 minutes of delay above the scheduled/ permissible window.
2	Issue Resolution - Critical	For Service desk calls raised by bank employees (DGM and above) should be resolved within 1 day of reporting on business days and within 2 days of reporting on non-business days	2% of Quarterly Facility Management Resource Cost for every Issue not resolved within the prescribed timelines to the Maximum of 20% of the Quarterly Facility Management Resource Cost.
3	Issue Resolution - Regular	For Service desk calls raised by bank employees (AGM and below) and above should be resolved within 2 day of reporting on business days and within 3 days of reporting on non-business days	1% of Quarterly Facility Management Resource Cost for every Issue not resolved within the prescribed timelines to the Maximum of 15% of the Quarterly Facility Management Resource Cost.
4	Replacement of FM Resource	If any onsite FM resource is unable to attend the duties due to any personal or official reasons excluding accepted leaves, bidder is expected to depute the resource having same knowledge/ competence within 1 day.	1% of Quarterly Facility Management Resource Cost for every day beyond the prescribed timelines to the Maximum of 15% of the Quarterly Facility Management Resource Cost.

Sr. No.	Type of Infrastructure	Description	Penalty
5	Solution Service Levels	Any Solution related issues like Report Unavailability, Web Portal Unavailability, Untallied Reports, Report Bugs, etc. should be resolved within 1 day of reporting of the issue.	2% of Quarterly AMC Cost for every day beyond the prescribed timelines to the Maximum of 20% of the Quarterly AMC Cost.
6	Database Service Levels	Any Database related issues like Database Unavailability, Data Loss, Recovery Time, etc. Should be resolved within 4 hours of reporting of the issue.	2% of Quarterly AMC Cost for every Issue not resolved within the prescribed timelines to the Maximum of 20% of the Quarterly AMC Cost.

Note: The successful bidder shall not be penalized for those service level breaches that occur due to any reason beyond the control of the successful bidder.

c) Not Acceptance/ Non Execution of Order

In case the bidder refuses to accept / execute the order, Bank will procure the same from the respective OEM as per terms & conditions and rate accepted by OEM. The bidder has to bear the different cost of the item/ product (Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the bidder). If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.

5.14. Liquidated Damages

If supplier fails to deliver any or all products, services within stipulated time schedule specified in the contract and as per satisfaction of the Bank, as specified in the RFP, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the price for each week of delay until actual delivery of the services up to a maximum of 10% of the cost of that particular product, services. The purchaser has right to cancel the order in case delivery of products, services not delivered within stipulated time schedule.

The purchaser is entitled to withhold (deduct) from the purchase price or any other amount which is due to supplier from this contract or any other contract.

5.15. Cancellation of Purchase Order

After issuance of purchase order to successful bidder, Bank reserves the right to cancel the purchase order without giving any notice, for following reasons –

- Non submission of acceptance of order within 7 days of placement of order.
- Non submission of performance bank guarantee within stipulated time as specified in the RFP.
- Non signing of contract within the time specified by bank.

In addition to the cancellation of purchase order, Bank of Maharashtra reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder or foreclose the Bank Guarantee given in lieu of EMD and/or foreclose the bank guarantee given by the supplier.

5.16. Exit Option and Contract Re-Negotiation

1. The Bank reserves the right to cancel the contract, in whole or in part, 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 20 days of receipt of purchase contract or agreed terms by Bank;
- b. The selected bidder commits a breach of any of the terms and conditions of the contract.
- c. The bidder becomes bankrupt or liquidated or otherwise insolvent or a petition of voluntarily winding up is filed by any person against the bidder.
- 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 Supply, Customization, Installation, Integration and Maintenance of the 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. Warranties

a. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of the bank. The bidder shall execute any and all such documents as may be necessary in this regard.

b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.

c. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.

7. During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new bidder to take over and continue to manage the services.
8. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected bidders as would be required in the event of the shifting of the site.

5.17. Effect of termination

1. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
2. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
3. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
4. Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank at the sole discretion of 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.
5. Termination shall not absolve the liability of Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

5.18. Amalgamation

If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Bidder under this RFP. However, if the bidder undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., such acts shall not affect the rights and interest of the Bank and the bidder shall continue to support Bank till the end of contract period as per SLA signed between Bank and Bidder.

5.19. Intellectual Property Rights

- a) Each Party shall always retain the exclusive ownership to its Pre-existing Material.
- b) 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.

- c) 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.
- d) 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
- e) 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 RFP. 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 RFP.

5.20. Information Security

Successful Bidder upon selection will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank. Bank may also perform the audit of the product/solution by Bank's Staff or third Party auditor as and when required. The successful bidder is expected to clear any observations put forward in the audit within the prescribed timeframe without any extra cost.

5.21. Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.

Signing of the IP with Bank would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process. The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project documents.

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

Shri. Nilmoni Bhakta Address - A-801, PBCL CHS Ltd., Plot No. 3, Sector 46 A, Nerul, Navi Mumbai, 400706 Email - nilmoni.bhakta@gmail.com	Shri. Madan Lal Sharma Address - K-23, Jangpura Extention New Delhi Email - ml.sharma1965@yahoo.com
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Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.

The Bidders shall submit signed integrity pact as per **Annexure-XIII** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.

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.

5.22. Delays in the Supplier's Performance

Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by the Bank. Any delays in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default as detailed in this document.

5.23. Indemnity

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vested in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

5.24. Termination of Contract

The quality of services given by the bidder & progress of the project will be reviewed fortnightly and if the services are not found satisfactory, the bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing period. The decision of the bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 90 days, for any valid reason, including but not limited to the following :

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products



- c) Failure of bidder to complete implementation of solution within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Date:

Place:

ANNEXURE I: COVER LETTER

UNDERTAKING FROM THE BIDDER (Bidder's letter head)

To
The Assistant General Manager (Software & MIS),
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411005

Sir

Reg.: Our bid to Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT and RBI CIMS Project

We submit our Bid Documents herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- We agree to abide by this Tender Offer for 180 days from date of Tender (Commercial Bid) opening and our offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.
- Bidder means the bidder who is decided and declared so after examination of commercial bids.
- We undertake that in competing for and if the award is made to us, in executing the subject contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE II: UNDERTAKING FROM OEM

OEM Letter Head

To
The Assistant General Manager (Software & MIS),
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411 005

Sir,

Reg: Our bid for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT and RBI CIMS Project

We hereby submit the following:-

1. We are the OEM of _____ product. M/s _____ is our authorized partner in India for the RFP for Supply, Deployment Maintenance & Support of MIS, RBI ADF PROJECT/ RBI ADEPT & RBI CIMS Project or both.
2. The bidder i.e. M/s _____ has IP (Intellectual property) rights for the products or authorized reseller of the OEM product i.e. _____ to Bank of Maharashtra.
3. In case the authorized distributor i.e. M/s _____ is not able to perform obligations as per contract during contract period, we will perform the said obligations.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE III: COMPLIANCE TO ELIGIBILITY CRITERIA

The Bank will examine the Eligibility Criteria compliance of the bidder as per the below tabulated criteria in this RFP. The bidder(s) who satisfy the eligibility criteria conditions shall be considered for the next phase of evaluation i.e. Technical Evaluation.

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

S. No.	Eligibility Criteria	Documents Required	Compliance (Yes/No)
1	<p>The Bidder and OEM should be a Government Organization/ PSU/ Private/ Public Limited/ Partnership/ Proprietorship firm and should be a Registered Company with standing of 5 years as on 31.03.2020.</p> <p>The Bidder and OEM should have an average turnover of at least 30 Cr in FY 2017-18, FY 2018-19 and FY 2019-20 each. However, if the Bidder is a MSME, the average turnover clause is relaxed and the MSME bidder should have at least 20 Cr average turnover in FY 2017-18, FY 2018-19 and FY 2019-20 each.</p> <p>The Bidder and OEM should either have made Net Profit OR have positive Net Worth during last three financial years viz. FY 2017-18, FY 2018-19 and FY 2019-20 each.</p>	<p>Certificate of incorporation, Registration, Commencement of Business and other Related documents from the respective authority. CA Certified Audited Financial Statements of FY 2017-18, FY 2018-19 and FY 2019-20 each.</p>	
2	<p>The Bidder/ OEM has successfully implemented the project of RBI ADF for at least one scheduled Commercial Bank in India.</p>	<p>Bidder has to submit Implementation proof and stage of Implementation. Bidder has to submit certificates/ letters/ purchase orders on the letter head of the issuing PSB/Scheduled Commercial Bank which may indicate the activity performed by the bidder along with contact no. of concerned person.</p>	
3	<p>The Bidder and OEM should not be involved in any litigation which threatens solvency of company. Institutions in India. Self-Certificate / Undertaking is to be provided.</p>	<p>Certificate is to be provided by the chartered accountant / statutory auditor of the Firm/ Company, who has audited the latest Financial Statements, as per Annexure- VIII</p>	



4	The Bidder and OEM should not have been black listed at any time by the Government / Government agency / Banks.	Undertaking to be provided as per Annexure-X.	
5	The Bidder should have its own software (Intellectual Property Rights Owner) or duly licensed by the owner/ OEM to sell the software to be procured by the Bank for this purpose.	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the bidder in case bidder is owner of the software, else authorization letter from the OEM to be submitted to sell the software.	
6	The Bidder and OEM should have at least one of the below mentioned certificate which is valid as on the date of RFP submission <ul style="list-style-type: none"> • ISO 9001:2015 or above • CMMI Level 3 or above 	Bidder and OEM have to submit a copy of the Respective Certificate from the respective authority.	
7	The bidder should comply with the "Integrity Pact" Clause as per Annexure XIV.	Annexure XIV to be submitted.	

Exemption from Tender Fee & EMD:

Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), Government of India from time to time.

Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE IV: BIDDER'S INFORMATION

S. No.	Information On	Particulars / Response		
1	Company Name			
2	Constitution			
3	Date of Incorporation			
4	Company Head Office Address			
5	Registered office address			
6	GSTIN & TAN No.			
8	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name			
9	Name, Designation, Tel. No, Email of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)			
10	Specimen Full signature and Initials of Authorized Signatory			
11	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)			
12	Whether company has been blacklisted for service in past. If yes, details thereof.			
13	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is "Yes")		
14	Please mention turnover and Net Profit for last three financial years and include the copies of Audited documents in support of it.	Year	Turnover Rs.(in Cr)	Net Profit/Loss Rs. (in Cr)
		2017-18		
		2018-19		
		2019-20		
15	Details of the similar assignments executed by the bidder (Name of the Bank, time taken for execution of the assignment and documentary proofs from Bank are to be furnished)			

Declaration:

We confirm that, all the details mentioned above are true and correct and if the Bank observes any misrepresentation of facts on any matter at any stage of evaluation, the Bank has the right to reject the proposal and disqualify us from the process.

We hereby acknowledge and unconditionally accept that the Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP document, in short listing of bidders.

We also acknowledge the information that this bid is valid for a period of 6 months, for the short-listing purpose, from the date of expiry of the last date for submission of bid.

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE V: UNDERTAKING OF INFORMATION SECURITY

UNDERTAKING FROM THE BIDDER (Bidder's letter head)

To
The Assistant General Manager (Software & MIS),
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411005

Sir

Sub: Regarding Information Security for RFP for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT and RBI CIMS Project

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

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE VI: COMPLIANCE AGREEMENT

To be provided on letter head of the issuing company

We communicate our unconditional acceptance to the following terms and conditions of RFP 122020

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 122020.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. 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.
9. BANK OF MAHARASHTRA has the right to decide to extend, reschedule and cancel the RFP.
10. Please note that BANK OF MAHARASHTRA may consider debarring a bidder in the event the supplier violates terms and conditions mentioned in this compliance agreement.
11. We have read the BANK OF MAHARASHTRA technical & functional specifications in detail & have agreed to comply with Quality, Technology & Service expectations.
12. If successful, we agree to provide uninterrupted service for the whole TCO period.

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

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE VII: PERFORMANCE CERTIFICATE

To be provided on letter head of the issuing company

To
The Assistant General Manager (Software & MIS),
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411 005

Sir,

Reg.: RFP for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT and RBI CIMS Project

This is to certify that M/s _____ has successfully completed the MIS, RBI ADF Project/ RBI ADEPT Project _____ on _____. Thereafter, the said solution is running successfully at ours from _____ to _____.

The services provided by the M/s _____ are satisfactory.

The certificate has been issued on the specific request of the company.

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE VIII: LITIGATION CERTIFICATE

To be provided by Statutory Auditor / Chartered Accountant

This is to certify that M/s _____, a firm / company incorporated under the companies act, 1956 / 2013 with its headquarters at, _____ is not involved in any litigation which threatens solvency of the company.

Date:

Place:

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Seal of Company

ANNEXURE IX: UNDERTAKING FOR NON- BLACKLISTED

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

To
The Assistant General Manager (Software & MIS),
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411 005

Sir,
We M/s _____, a company incorporated under the companies act, 1956 /
2013 with its headquarters at, _____ and
we do hereby confirm that we have not been blacklisted/ debarred by any Bank/Government
Organization in India.

This declaration is been submitted and is limited to, in response to the tender reference mentioned in
this document.

Date:

Place:

Thanking You,

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company



ANNEXURE X: COMMERCIAL OFFER OR BILL OF MATERIAL

Bill of Material is to be provided on letter head of the Bidder's Company. The same is available along with the RFP document in Bank's Website.

ANNEXURE XI: MANUFACTURER'S AUTHORIZATION FORM

Note: This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

To
The Assistant General Manager (Software & MIS),
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411 005

Dear Sir,

Sub: RFP No: 122020 for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT and RBI CIMS Project

We who are established and reputable manufacturers/ producers of _____ having factories/ development facilities at _____ (address of factory/ facility) do hereby authorize M/s _____ (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the solution, products and services offered by the above firm against this bid invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the products manufactured or distributed by the Bidder:

1. Such products as the Bank may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the contract; and
2. In the event of termination of production of such products:
 - Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

We further certify that, in case the authorized bidder is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable service provider.

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

ANNEXURE XII: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

To be stamped in accordance with stamp act

Ref: Bank Guarantee #

Date:

To

The Assistant General Manager (Software & MIS),
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411 005

Dear Sir,

In accordance with your bid reference no _____ Dated _____ M/s _____ having its registered office at _____ herein after Called "bidder") wish to participate in the said bid for RFP (from Specified Bidders) for Procurement of MIS, RBI ADF Project, RBI ADEPT Project and RBI CIMS Project An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ Rupees (in words _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Bank of Maharashtra (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs _____ /- Rupees (in words _____) valid up to _____.

We, the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Bank of Maharashtra, the amount Rs. _____ Rupees (in words _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from _____, on whose behalf guarantee is issued.



"Not withstanding anything contained herein above our liability under this bank guarantee shall not exceed Rs _____ Rupees (in words _____).

This bank guarantee shall be valid up to. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____
Day of _____ 2020 at _____.

Name of signatory
Designation
Bank Common Seal

ANNEXURE XIII: PERFORMA FOR INTEGRITY PACT

(To be stamped in accordance with the stamp act)

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. _____, Assistant 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 1501, 'Lokmangal', Shivajinagar, Pune- 411005, (hereinafter referred to as "BUYER", which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the ONE PART and M/s _____ represented by Shri. _____ Chief Executive Officer (herein called as "BIDDER/ Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

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 Information Technology Department of Bank of Maharashtra

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

Enabling the BUYER to obtain the desired said Equipment/product i.e. **MIS, RBI ADF Project and RBI ADEPT Project & RBI CIMS Project** at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures.

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

1. Commitments of the BUYER:

- a.** 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.
- b.** 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.

c. 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.

3. COMMITMENTS of BIDDERS

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:-

a. 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.

b. 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.

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

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

e. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and has 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.

f. 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.

g. 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.

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

- i. 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.
- j. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l. 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.
- m. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956/ Section 2 (77) of the Companies Act, 2013.
- n. 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

- a. 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.
- b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- a. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
 - i. Bank Draft or Pay Order in Favor of **Bank of Maharashtra**
 - ii. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - iii. Any other mode or through any other instrument (to be specified in the RFP)
- b. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

c. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. Sanctions for Violations:

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:

a. 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.

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

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

d. 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.

e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

f. 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.

g. 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.

h. 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.

i. 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

j. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

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

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

8. Facilitation of Investigation

In case of any allegation of violation of an provisions of this Pact or payment of commission the BYUER 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 the seat of the BUYER

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:

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

b. 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.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer:
Designation: (Office Seal)
IT. Department
Bank of Maharashtra

BIDDER
CHIEF EXECUTIVE OFFICER
(Office Seal)

Witness 1:
Name & Address:

Witness 2:
Name & Address:

ANNEXURE XIV: CHECKLIST

Sl. No.	Documents	Attached in Bid (Yes/No)	Page No	
			From	To
1	Bidder's Cover Letter as per Annexure- I			
2	OEM undertaking letter - as per Annexure-II			
3	Compliance to eligibility criteria - as per Annexure -III			
4	Bidder's information - as per Annexure – IV			
5	Undertaking of Information Security - as per Annexure-V			
6	Technical & functional specifications			
7	Compliance statement - as per Annexure-VI			
8	Performance certificate - as per Annexure -VII			
9	Litigation certificate - as per Annexure- VIII			
10	Undertaking for non-blacklisted - as per Annexure-IX			
11	Commercial Offer - as per Annexure-X			
12	Manufacturer's Authorization Form- as per Annexure XI			
13	EMD in the form of Bank Guarantee - as per Annexure XII			
14	Integrity Pact - as per Annexure – XIII			
15	Checklist - as per Annexure – XIV			
16	Pre-Bid Query Format - as per Annexure – XV			
17	Past Experience - as per Annexure – XVI			
18	Performance Bank Guarantee – as per Annexure XVII			
19	Authorization Letter - as per Annexure – XVIII			
20	Non-Disclosure Agreement - as per Annexure – XX			
21	Signed copy of RFP document and Corrigendum, if any			
22	Copy of last three years audited Balanced sheet.			
23	Board resolution in favor of authorized person and power of Attorney/authorization letter in case the authorized person delegates authority to another person of the company to sign the bid documents.			
24	DD for amount of Rs. 17,700.00 (Rs. Seventeen Thousand Seven Hundred Only) including GST for Cost of RFP.			
25	Pen drive containing soft copies of eligibility Criteria and technical bid with annexures and formats.			



26	Copies of Work Orders from Banks or other companies.			
27	Summary of implementation of same project in other companies.			
28	Copy of Registration Certificate, Incorporation Certificate, Commencement of Business, ISO or CMMI Certificate, etc.			

Note:

- All pages of the bid documents must be signed by authorized person.
- All pages of the bid documents should be numbered in serial order i.e. 1, 2, 3, and so on.
- The technical bid should be properly bind and numbered to find out the documents with annexure in starting explaining positioning of documents in bid.

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE XV: PRE-BID QUERY FORMAT

Please provide your Pre-Bid Queries for RFP NO: XX dated: XX in this format. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Terms & Conditions etc. You are also requested to provide a reference of the page number and clause for which the clarification point is sought in the format as shown below.

S. No.	Page #	Point / Clause #	Clarification point as stated in the tender document
1			
2			
3			
4			
5			
6			
7			
8			
9			

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

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



ANNEXURE XVI: PAST EXPERIENCE

RFP NO: XX

Dated: XX

Sr. No.	Customer Name	Brief scope of work (specify size of the client, implementation scope - modules and version, application support scope - number of years, date of Go-Live etc.)	Attach reference Letter	Project Status (Live/ Under implementation)

(Enclose necessary documentary proof)

ANNEXURE XVII: PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with the stamp act)

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 : _____ Months
Last date of lodgment of claim: _____20__

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_____, whichever 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 contrary contained in any law for the time in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.”

Notwithstanding anything contained herein:

i) Our Bank's liability under this Guarantee shall not exceed Rs. _____/- (Rs. _____ only).

ii) This Bank Guarantee shall be valid up to _____ Months_____.

iii) Guarantor Bank is liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if the beneficiary Bank serve upon the guarantor Bank a written claim or demand on or before _____ at _____ (indicate the name of Guarantor Bank with address).

“Not withstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. _____/- (Rs. _____ only). This guarantee shall remain in force until solely at _____ (indicate the name of Guarantor Bank with address) and on or before _____ unless a demand or claim is lodged with us within the aforesaid time, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construct in accordance with the laws of India.

IN WITNESS WHEREOF the authorized signatories of the said (Guarantor Bank) have signed this deed for and on behalf of the guarantor on the date first hereinabove mentioned.

Place:

SEAL

Code No.

SIGNATURE

ANNEXURE XVIII: AUTHORIZATION LETTER

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

Format for attending Pre-Bid Meeting / Bid Opening

(To be brought at the time of Pre-Bid Meeting and Opening of Bids)

To

Assistant General Manager (Software & MIS),
Information Technology Department
Bank of Maharashtra

SUB: Authorization Letter for attending the Bid Opening

REF: YOUR RFP NO: dated XX/XX/XXXX

Dear Sir,

This has reference to your RFP for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT and RBI CIMS Project in your Bank. Mr./Miss/Mrs. _____ is hereby authorized to attend the Pre-Bid Meeting/ bid opening of the above RFP No.: dated DD/MM/YYYY on _____ behalf of our organization.

The specimen signature is attested below:

Name:

_____ (Specimen Signature of Representative)

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

ANNEXURE XIX: MIS Reports:

Sl no	Report	Report Name
1	MIS001	CREDIT SET 9B
2	MIS002	Format Credit Set 11 C
3	MIS003	Retail Report
4	MIS007	Report on Financing of MSME units in Maharashtra
5	MIS009	MIS EXPORT REFINANCES
6	MIS011	MIS Interest Rate wise Classification of Advances- Deposits
7	MIS012	AGRI GLC
8	MIS013	Slab wise Education loan
9	MIS015	Credit Flow to MICRO Small Medium and Large
10	MIS016	Head wise Priority Report Daily-Monthly
11	MIS017	MIS Loan Noting Forms
12	MIS018	CONTRACTUAL RESIDUAL AMOUNT WISE RATE WISE TERM DEPOSIT REPORT
13	MIS019	MIS New Loan Accounts Sector wise
14	MIS026	MIS Undisbursed and Undrawn Facilities
15	MIS027	MIS Restructure Accounts Information - Monthly -Weekly
16	MIS032	SLBC DATA(NPA Position)
17	MIS035	BUSINESS POSITION
18	MIS036	SLBC MAHARASHTRA
19	MIS037	MIS BSR III
20	MIS039	SECTOR WISE AND SIZE WISE CLASSIFICATION OF ADVANCES, NPA AND SLIPPAGES
21	MIS043	Report on Minority Community required for RBI submission
22	MIS045	LBR 2 and U2 statements
23	MIS048	Sector-wise and industry wise deployment of bank credit (SIBC)
24	MIS050	Fresh Weekly Sanctions By zones
25	MIS051	Funded Unsecured Advances
26	MIS052	Non Fund Advances
27	MIS053	NRLM Report
28	MIS054	SLBC QTRLY DISB AND LOAN OS FORMAT
29	MIS055	SLBC
30	MIS056	Top 100 NPA's, standard, Restructured and write off
31	MIS058	PART A B C deposits Advances and Investments
32	MIS061	FRAUD ACCOUNTS INFORMATION
33	MIS063	Composite Loans to SSI units - Quarterly
34	MIS067	LBR 3 and LBR U3 statements
35	MIS068	Quarterly statement of export finance
36	MIS070	SMA
37	MIS071	Zonewise Branchwise Advances
38	MIS072	SLAB WISE HL DATA
39	MIS074	Monthly report on minority

40	MIS075	AGRI CLINIC BUSSINESS
41	MIS078	MKCC Internal reporting format
42	MIS081	NPA booklet for Zones and Branches R1
43	MIS084	Statement of DRI Advances
44	MIS085	Major Categorization/Classification of Advances and NPA along with NPA Movement and Slippages
45	MIS087	CC accounts with limit 10 Lakhs and above due for renewal in the succeeding 3rd month
46	MIS090	Agriculture Credit flow - Monthly
47	MIS091	Agriculture Credit flow - Yearly
48	MIS092	Statement on Liquidity Coverage Ratio (LCR)
49	MIS093	Sector and Size wise analysis of Advances, NPA and Slippages-Recovery Department
50	MIS094	Advances Distribution for Internal Rating
51	MIS097	Quick Mortality
52	MIS098	PMMY region and branch wise weekly report
53	MIS099	PMMY state wise weekly report
54	MIS100	DAILY MONITORING OF AGRI SMA2 ACCOUNTS
55	MIS102	All Advances Data
56	MIS103	ATM Debit Card Report
57	MIS105	MSME - Revised Statement
58	MIS108	Upgradation of SMA2
59	MIS109	Comprehensive Return to be submitted to SLBC
60	MIS112	GLC NABARD Report
61	MIS113	SLBC QTRLY DISB AND LOAN OS
62	MIS115	Introduction of Quarterly Return (GLC-3)

Note: The above list of reports is not exhaustive and will be finalized by Bank as per requirement at Requirement Gathering phase.

ANNEXURE XX: Non-Disclosure Agreement

(On stamp paper of Rs. 500)

This Non-Disclosure Agreement is made and entered into at this ___ day of ___ 2020

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

WHEREAS, Bank called for the bids for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT and RBI CIMS Project in the Bank. M/s _____ after going through the Bid Documents and being interested to act as System Integrator and provide their services to Bank, has submitted its Bid.

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

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

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

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

- 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;
- 3. is received from a third party not subject to the obligation of confidentiality with respect to such information;
- 4. Is released from confidentiality with the prior written consent of the other party.

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

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

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

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

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

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

The provisions hereunder shall survive termination of the Contract.

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

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