



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

RFP Reference No. 062019

REQUEST FOR PROPOSAL (RFP)

FOR

Request for Proposal for Comprehensive Centrally Monitored Electronic Surveillance System for ATM/CD/CR Installations on OPEX Model



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

Cost of Tender Document Rs. 17,700/-



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Invitation for Tender offers

Bank of Maharashtra (Bank) invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed entities for **Comprehensive Centrally Monitored Electronic Surveillance system for ATM/CD/CR installations on OPEX Model**. In this RFP, the term bidder/ prospective bidder refers to the primary bidder together with other entities participating for delivering product/ services. Bank intends to install 1400 e-Surveillance System which may increase or decrease by 10%. Site identification for such solution will be solely at the discretion of the Bank.

The purpose of Bank of Maharashtra behind this RFP is to seek a detailed technical and indicative commercial proposal for Comprehensive Centrally Monitored Electronic Surveillance system for all ATM/CD/CR installations on OPEX Model.

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

Bid Collection and Submission

Tender Reference number	RFP062019
Price of Tender Copy	17,700/- (including GST)
Date of commencement of sale of tender document	17/05/2019
Last Date of sale of tender document	06/06/2019 up to 14.00 hours
Queries to be mailed by	24/05/2019 up to 16.00 hours
Pre-Bid meeting with Bidders	28/05/2019 at 16.00 hours
Last Date and Time for receipts of tender offers	06/06/2019 up to 14.00 hours
Time and Date of Opening of technical bids	06/06/2019 at 15.30 hours
Place of Opening tender offers	Bank of Maharashtra Information Technology Department Head Office, 1501, Lokmangal, Shivajinagar, Pune – 411 005.
Address of Communication	As above
Earnest Money Deposit	5,00,000/-
Contact Telephone Numbers	Phone : 020 – 25610423 020 - 25610349
E mail ID	abhishek.lal@mahababank.co.in mandar.kharade@mahabank.co.in gaurav.kumar1@mahabank.co.in md.kareem@mahabank.co.in cmrecondg@mahabank.co.in agmitd@mahabank.co.in

* Bidders have to purchase tender document to participate in pre-bid meeting, No exemption will be permitted

Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre bid meeting on above date and time at Bank



of Maharashtra, Head Office, Pune. In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. However in order to participate in the pre-bid meeting, that tender document must be purchased by the prospective bidder.

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

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

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

**General Manager
Information Technology**

About Bank of Maharashtra

Bank of Maharashtra is a nationalized Bank serving the nation for over 83 years. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office, The Head Office of the Bank is at 1501, Shivajinagar, Pune – 411005

The Bank has over 1800+ branches and 1877 ATMs across the length and breadth of the country. In the state of Maharashtra, the bank has 1100 plus branches, the largest network of branches by any Public Sector Bank in a state.

The bank recognized that it needed to respond to changing market dynamics, shifting its focus from that of a traditional public sector bank by adopting a modern, customer-centric business model. The agility needed to rapidly launch new services, improve efficiency, and reduce and manage risk would be delivered by a flexible, scalable, and innovative operating model.

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

1. Instructions to bidders

1.1. Two Bid System Tender

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.**

Bank's address
The Deputy General Manager Information Technology Dept, 3 rd Floor Bank of Maharashtra "Lokmangal", 1501, Shivajinagar, Pune – 411005

Following two officers have been authorized to accept the tender documents

1. Gaurav Kumar , Manager- IT - Head Office Pune
2. Mohammed Kareem Ansari- IT - Head Office Pune

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

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

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.

ENVELOPE-I (Technical bid):

The Technical bid should be complete in all respects and contain all information asked for, except prices. The Technical bid should not contain any price information. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. A copy of original **Commercial offer with prices duly masked** should also be submitted along with the Technical Bid, failing which the bid will be rejected.

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

ENVELOPE-II (Commercial bid):

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

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

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

1.2. Qualification Criteria

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

1.3. Terms and Conditions

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

Non-transferable Tender

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

1.4. Soft Copy of Tender document

The soft copy of the tender document will be made available on the bank’s website. However Bank of Maharashtra shall not be held responsible in any way, for any errors/omissions/mistakes in the downloaded copy. The bidder is advised to check the

contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in soft copy.

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

Procurements for MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP. Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs. Applicable guidelines for PPP-MII Public Procurement (Preference to Make in India), Order 2017 shall be applicable to eligible bidders.

1.5. Offer contract Period

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

1.6. Address of Communication

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

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



1.7. Scope of Work

1. To implement a tested and proven technology solution for centralized security surveillance of ATM Locations/ premises to avoid theft, burglary, cash snatching and Robbery and vandalism in ATM premises.
2. Detection of Intrusion and abnormal activity having security implication in the ATM/CD/CR, UPS, Control Panel, UPS and all the installed equipment in the ATM premises.
3. Sensor/facility/ video analytic system to be provided, which should be able to detect any person entering ATM room with covered face, face under mask and/or use of helmet, should warn of any unusual security activity or threat etc.
4. To manage the crowding in the ATM site. If more than designated persons are present at ATM sites, appropriate announcements should be made and appropriate action to be initiated to control the situation.
5. Alert on fire/abnormal heat, smoke, in the ATM premises.
6. CCTV Surveillance with e-surveillance enabled system should be provided in main ATM room, outside the ATM room, in the ATM Back room and a hidden Pin Hole Camera at a suitable concealed location inside the main ATM room. All cameras should be of high resolution and should be able to recover clear images and video in the scenario of dull light at ATM site or bright light from the background.
7. Event Based detection and alerting system of loitering or unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor/ IP Camera on a round the clock basis. In other words, the Trigger action in all the ATMs including the Night closer ATMs would be on event based basis however, all the ATMs would remain under Surveillance for the 24x7x365 days basis.
8. Video verification with time date stamp and video analytic by viewing images of site on above event.
9. Storing of Images, back up of all footage and Video for any Verification (90 days minimum) (Expandable to meet higher period for storing in case of any future administrative/regulatory requirements)
10. Use of 2-way audio to deter and deny the attempted crime and the system should be highly capable of clear voice/sound quality and there should be no disconnection even if the connectivity is lost with the command center and logs should be made available along with the alerts made during the event.
11. To use siren/hooter to scare away the culprits if they do not respond to 2-way communications.
12. Installation of panic button at ATM site.



13. Storing of ticket related notes/recordings of conversation with various parties for 90 days minimum. Storing of suspicious/criminal events would be for beyond 90 days, till the closer of the case. The information will not be share to any entity without the permission of the Bank, If required.
14. Time stamping should be available on all images and video footages. It should be synchronized to the exact date and time.
15. SMS/Emails/Phone Calls to Bank officials posted at Regions/ Zones, on receiving an alert as per the procedure defined by the Bank. This disposition may be altered as per Bank requirement in future.
16. Telephone escalation with the direction by the Bank authorities to related parties regarding communication of crime/in smoke/fire. To contact local police authorities or local fire station.
17. Bank should have the authority and discretion to remotely view any of the ATMs under this solution whenever required, carry out mock drills etc. with availability of log details.
18. Providing reports as per the format defined by the Bank and bidder is under obligation to provide audio-video footage/images as per the requirement of the Bank or other regulatory authority. Bank may ask to provide any report as and when required and bidder should be capable of developing the same at no extra cost to bank.
19. Providing audio – video footage/ images for submission to Police authorities/ Civil Administration authorities or any other regulatory authorities, under the law and also cooperate with the law enforcing agency for the system and database related to the crime as and when it occurs.
20. All functionalities given in functional specification to be provided. Technical/Functional specifications of the e-Surveillance system are as per **Annexure-D (A) & Annexure- D (B)**.
21. The offered system should have various reporting capabilities such as e-Surveillance system down report, system health check report, ATM-wise site-wise alert reports, ticket transaction reports, main power cut reports, chest door open report, hood open report, CRA attendance report, connectivity/ link uptime report, House keeping report (optional)etc.
22. Once a day video House keeping to know Clean/Unclean status of the site. (optional)
23. The e-Surveillance vendor will be solely responsible to provide such information or video footage or image or reports to the police or other regulatory authorities on demand and under the permission of Bank's authorities. Suitable penalty will be applicable in case of failure to provide requisite footages.



24. To implement the offered system within the timeframe as per the technical/functional specifications given in the RFP document.
25. Site and Geography identification for installation of system would be done absolutely at the discretion of the Bank.
26. The Bank may shift its ATMs during the contract period. In these cases, the bidder must shift/re-install the same/new equipment at the new/existing location. The Bank will reimburse the shifting /re-installation charges @ 50% of monthly rental at the ATM site. The applicable monthly rental in such cases will be paid on pro-rata basis for the days for which the system was operational and bidder has to comply with the time line.
27. Capability to instantly detect the disconnection of CCTV from the Command Centre or non-recording of Videos and images locally at the ATM site or video loss/blacking out/masking /damaging the CCTV by any miscreant, and to take appropriate action in case of occurrence of any of the case mentioned as above.
28. An alert ticket must be raised if Hood door is opened at any time of the day and whole activity should be recorded as a continuous video.
29. Capability to instantly detect the disconnection of Alarm Panel at ATM site, (such as wire cut, etc.) or disconnection of any of the critical sensor from Alarm Panel, and initiate appropriate and corrective actions to detect the reason of disconnection and in the event of occurring of any crime, escalation to the related parties (Police authorities/QRT/Bank Officials), to deter/prevent the crime.
30. Capability to instantly detect if view of the camera/Camera angles has been deviated as per original installations and to initiate appropriate action.
31. The bank may require the Command Centre to inform the Bank's ATM Switch Centre to cease the operations at a suspected ATM site, in case any suspicious activity is detected by the Command Centre.
32. Any device/sensor installed at ATM machine and ATM site should not damage the Bank's installed system. Any loss arising out of such instances will be recovered from the Bidder.
33. During the contract period, if any additional sensor or security systems is required to be installed, the vendor will install the same without any extra cost.
34. During the contract period, the vendor should upgrade the system at no additional cost, particularly with reference to upgradation in technology related to CCTV camera (resolution)/Sensors or due to compliance of any Regulatory guidelines/requirements etc.



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35. Preventive maintenance (PM) of all the equipment covered under this scope to be carried out quarterly and a mobile application to be developed to submit the PM report to the concerned Zone authorities and the same to be linked with the real-time dashboard.
36. For any new feature of e-surveillance which is not available under existing e-surveillance sites, Vendors need to carry out PoC at their own cost.
37. The Bank may use this support infrastructure for any other site control measures also.
38. System should be capable of preventing the malware attack on the network/data center and should be compliant of all types of DOS attack.
39. Escalation process should be in place for unresolved issues.
40. A notice (approved by the Bank) to the effect shall be displayed that the site is under electronic surveillance on the front door of the ATM site.
41. Bidder has to provide real time Dashboard with features and systems for:
- Live (real time) view of the ATM sites to the dedicated users.
 - To access the Dashboard through smart phone apps.
 - To know the status of offline/online sites.
 - To download the reports in mutually agreed formats.
 - To be able to provide the ATM related data, such as ATM ID, location, Address, Contact details, etc. in the downloadable format as advised by the Bank.
 - To know the health status of all the installed sensors and equipment, such as 2-way communication system, hooter, CCTV, all the installed sensors etc.
 - To develop any new feature in the dashboard at no extra cost to the Bank.
 - To be able to integrate with the different systems of the Bank, such as Switch, ATM monitoring tool, etc., as per the Bank's requirement, at no extra cost to the Bank.
 - Capability to lodge the online complaint regarding the faulty equipment, faulty sensors, down/dismantled sites, unclean sites, shutter remaining opened/closed, signage boards/Air Conditioners/lightings not switched on/off, etc.
 - Capability to take the screen shots of the live images and video.
 - To monitor the ATM site live from any of the device as authorized to the Bank Official.



- l) Every data related to ATM sites, should be available on both, i.e., bidder's portal as well as Bank's Centralized dashboard.
- 42.** To maintain the database by mapping the ATM IDs with eSurveillance site ID. In case of any mismatch, to co-ordinate with the Zonal offices authorities for necessary reconciliation.
- 43.** All the live feeds of the sites, such as CCTV status, health status of installed sensors, equipment installed at ATM site shall be integrated and available at the centralized dashboard maintained within the Bank.
- 44.** Continuous connectivity between the Command Centre and the ATM site by implementing the solution of multiple SIM connectivity, with broadband/3G/4G or any higher connectivity wherever available. Connectivity with minimum two SIMs functioning simultaneously.
- 45.** Bidder has to provide access to its services/location (of Central E-Surveillance Setup)/servers/data storage etc. for RBI/Statutory/Bank auditors and other regulatory bodies as and when required.
- 46.** Any new monitoring tool or report relevant to monitoring or efficiency enhancement of the ATMs, its monitoring and higher deliverance can be added as per the requirements coming up or discovered in future and the bidder is bound to accept such requirements within the overall framework of the scope of the e-Surveillance services and within the cost or charges finalized as a result of this RFP.
- 47.** Bank will require one resource to be posted/stationed at Bank premises for any co-ordination, support, reporting, reconciling database, extracting video footages etc., at no Extra Cost to Bank.
- 48.** The software developed or customized should follow a standard development process to ensure that it meets functional, security, performance and regulatory requirements of the Bank. The vendor should comply with the Bank's Information Security (IS) policy in key concern areas relevant to the RFP. Some of the key areas are as under-
- Responsibilities for data and application privacy and confidentiality.
 - Responsibilities on system and software access control and administration.
 - Custodian responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the vendor.
 - Physical Security of the facilities.
 - Physical and logical separation from other customers of the vendor.
 - Incident reports and reporting procedures.
 - Password policy of the Bank.



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- Data encryption/ protection requirement of the Bank.
 - Storage of all data (videos, audios, log etc.) should be stored at the Vendor's location complying with the RBI and Bank's IS Security Policy.
 - In case of replacement/disposal of any storage media, bidder has to ensure that the media is properly degaussed before being disposed to rule out any possibility of data being misused and such certificate are to be submitted within 15 days.

Relevant portion of IS Security policy to meet the Security requirement of the Bank will be shared with the successful bidder for compliance.

49. Quick response team (QRT) for attending the incidents (Optional):

- a) To attend the site within reasonable time in case of any suspicious/untoward incident.
- b) QRT to be available at the site within 5-10 minutes of reporting of the incident at command center,
- c) QRT to be located through GPS device.
- d) To take adequate/reasonable steps to deter the incident/crime, including lodging of FIR.
- e) To call and co-ordinate with local police authorities and Bank officials. QRT should have liaisoning with Police authorities.
- f) To support the Bank/Law enforcement agencies in case of any incident occurred at ATM site.

50. House Keeping Services (optional)

- a) In case, House keeping services are opted by Bank from Bidder, the Bidder will continue to provide such services for all sites.
- b) To maintain the site for its cleanliness
- c) To visit the ATM site once a day to maintain the cleanliness at ATM room along with all the equipment.
- d) Pest Control once in every quarter and should be reported to the Bank through mobile based application.
- e) Guidelines are in place for engaging House Keepers including background check.
- f) All applicable laws framed by the Central Government, State Government and Local bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing House Keeping services.

1.8. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach us in writing or by e-mail on or before on the address as mentioned above. Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website.

The queries on point / clauses in the RFP document are to be mailed / submitted in the specific format only as per **Annexure H**.

The queries that are not on the points / clauses in the RFP document and are general in nature but related to the tender are to be mailed / submitted in specific format only as per **Annexure H**.

Queries submitted in any other format will not be entertained by the Bank.

Only two authorized representatives of the bidder who have purchased the RFP will be allowed to attend the Pre-Bid meeting.

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

1.9. Opening of Offers by Bank of Maharashtra

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

1.10. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

a) Eligibility Criteria :

Bank of Maharashtra will undertake primary scrutiny of the eligibility of the bidders as per "eligibility criteria" mentioned under point no.2.1 above based on the documents submitted. The offers of the bidders fulfilling the above eligibility criteria only will be taken up for further scrutiny i.e. technical evaluation. This primary scrutiny will be taken up on the last date of the technical bid submission, in the evening same day.

b) Technical evaluation:

Bank of Maharashtra shall undertake detailed scrutiny of the offers to determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. The bidders have to demonstrate the features of the product offered to the bank either onsite or offsite as part of technical evaluation. **The formats for technical evaluation is enclosed vide Annexure D (A). The technical evaluation will be done on the basis of the information provided in this format along with supporting documents.**

c) Commercial evaluation :

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

Bank of Maharashtra will consider the 5 years TCO (Total Cost of Ownership) for the purpose of price comparisons given by the vendors on the figures in the **Annexure G**.

1.11. Clarification of Offers

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

1.12. No Commitment to Accept Lowest or Any Tender

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

1.13. Documentation

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

- Make and model numbers of E-Surveillance System which is quoted for.
- Specifications of all items asked along with technical specifications table.

- In case of Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.

1.14. Submission of Technical Details

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

1.15. Make, Models & Part numbers of the equipment

It is mandatory to provide the make, model and part number of E-Surveillance System and their subcomponents as asked for in the technical specification. The offer may not be evaluated and/or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items offered. Please note that substituting this information by just brand name is not enough. (Part no of the sub components may be provided.)

1.16. Format for Technical bid

The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into **three parts** – the first part should contain the documents supporting the eligibility of the vendor to participate in the tendering process as per the eligibility criteria mentioned in the RFP , the second part should contain the technical details of the proposed project and the third part should contain the technical brochures etc.

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

1. Index
2. Covering letter. This should be as per Annexure A.
3. Details of the bidder, as per Annexure B.
4. Compliance of eligibility criteria along with support documents as prescribed in format (Annexure- L).

The eligibility criteria will be verified based on above compliance table duly filled by the bidder along with the supporting documents.

5. Technical bid with Specifications as given in Annexure D (A), complete with all the columns filled in.
6. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document from 3.1 to 3.24.



Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
3.1	Support Personnel		
3.2	Technical Inspection & Performance Evaluation		
3.3	Performance Bank Guarantee		
3.4	Payment Terms		
3.5	Delivery, Installation and Commissioning		
3.6	Completeness of Installation		
3.7	Order Cancellation		
3.8	Inter-working of Hardware and Software.		
3.9	Acceptance Tests		
3.10	Software Drivers, Manuals & Accessories.		
3.11	Training		
3.12	Spare Parts		
3.13	Liquidated Damages		
3.14	Penalty		
3.15	Failure		
3.16	Indemnity		
3.17	Publicity		
3.18	Guarantees		
3.19	Force Majeure		
3.20	Resolution of Disputes		
3.21	Non-Disclosure Agreement		
3.22	Adoption of Integrity Pact		
3.23	Disclaimer		

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

1. Delivery and Implementation schedule.
2. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
3. System software details.
4. Manufacturers' Authorization Form as per Annexure E
5. Details of Track Records (Past installation) , as per Annexure F
6. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with Technical Bid.)
7. Bidder's Financial Details (audited balance sheets, annual reports, etc.) and other supporting documents, as asked in the tender document

1.17. Masked Commercial

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

1.18. Format for Commercial bid

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

1. Index
2. Covering letter
3. Commercial Version of Bill of Materials and Price Schedule (as per Annexure G).
This must contain all price information.
4. A statement that the bidder agrees with Payment terms given in the tender.

The bidder must quote for the items mentioned in Annexure G

1.19. Erasures or Alterations

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

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

1.20. Alternative offers

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

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

1.21. Location of project implementation

This tender is being floated by the Head Office of Bank of Maharashtra. E-Surveillance System are being procured through this tender shall be installed, commissioned and maintained by the successful bidder at various locations of Bank of Maharashtra across the country. Bank reserves the right to make changes in the locations.

1.22. Contract Period

The selected bidder needs to execute a Service Level Agreement (SLA) as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP.

The tenure of the Contract will be for a period of 5 Years from date of acceptance of the installations for supplying the E-Surveillance System at Bank of Maharashtra. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving one month notice. Any offer falling short of the contract validity period is liable for rejection.

The Contract period will commence effective from the issuance of purchase order/letter of intent whichever is earlier or bank terminates the SLA by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation thereof.

However, after the completion of initial period of 05 (Five) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.

1.23. Fixed Price

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

1.24. No Negotiation

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

1.25. Short-listing of Bidders

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

1.26. Right to Alter Quantities

Bank of Maharashtra reserves the right to alter the proposed quantities specified in the tender. Bank of Maharashtra also reserves the right to delete one or more items from the list of items specified in tender.

1.27. Adoption of Integrity Pact

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

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

2.1 Eligibility of the Bidder



- The Bidder should be a Registered Company in India under the Companies Act, 1956 and shall be in existence for the last five years.
- The Bidder should have a minimum turnover of Rs. 1 crore per year in the last three financial year's i.e 2015-2016, 2016-2017 and 2017-2018 from eSurveillance activity.
- The Bidder should be a profit making company or have a positive net worth in at least two years during last 3 financial years. (2015-16, 2016-2017, 2017-18)
- The bidder should be the Original Equipment Manufacturer (OEM) or its authorized channel partner in India. An authorization letter from the OEM to this effect should be furnished.
- Bidder should have all India 24*7 running support centers
- The bidder should have experience of successful supply, installation and commissioning of minimum 500 quantity of E-Surveillance System at least two scheduled commercial banks in India during last two financial year.
- The bidder shall have exclusive support infrastructure/centers for maintenance all over the country and should be able provide immediate support service through direct presence of its support personnel at our branches and offices where the System would be installed.
- The Bidder shall not have been blacklisted by any government organization / banks / Financial Institutions in India.
- The bidder should be able to provide efficient and effective support at all branches and offices of the bank, so as to meet 24*7 hrs service supports with maximum 4 hrs response time.
- Bidder shall have to accept all the clauses of Integrity Pact as mentioned in the document in **Annexure-M**.

2.2 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 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory

infringements under the Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

2.3 Aadhaar ACT 2016

The Successful bidder must comply with Aadhaar Act 2016 and the subsequent amendments.

2.4 ISMS Framework

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

2.5 Repeat Orders

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

2.6 Quality Standards

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

2.7 Earnest Money Deposit

Bidders are required to submit along with the offer a Demand Draft drawn **in favor of Bank of Maharashtra and payable at Pune**, for an amount of Rs. 5.00 lakhs (Rupees Five lakhs only) towards Earnest Money Deposit (EMD). Offers made without E.M.D. will be rejected. Bank will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank (other than Bank of Maharashtra) or any scheduled commercial bank acceptable to Bank of Maharashtra. The Bank Guarantee should be valid for 180 days from the date of the tender. For Bank Guarantee other than from a Public sector bank, prior permission of Bank of Maharashtra shall be essential. The format of BG is enclosed.

Forfeiture of EMD in the event of Withdrawal by the Selected Organization– In case the Selected Organization withdraws from the contract/ discharging duties post selection by the Bank and prior to agreement signing, the EMD amount shall not be refunded to the Selected Organization.

2.8 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 for on behalf of the manufacturer. Authorization from authorized distributors/dealers for items is acceptable (**Annexure-E**)

3. Terms and Conditions

3.1. Support Personnel

The bidder should provide the required support during the contract Period of 5 years for error free operation of the solution. The support would be required 24 X 7 in a year. The responsibility of the bidder is to carry out necessary coordination for smooth function of the solution deployed, which includes call recording/ logging problems, stand by equipment's, various configuration / setting issues, redressal of any system related issues and ensuring functionality of the system 24x7x/365 days. .

3.2. Technical Inspection and Performance Evaluation

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

3.3. Performance Bank Guarantee

The successful bidder should furnish a Performance Bank Guarantee to the extent of 10 % of the value of the contract within 15 days of the date of receipt of the purchase contract. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 3 months. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract.

3.4 Payment Terms

The payment will also be released by Head office. The payment terms will be as follows:

1. No advance payment will be made. Payment shall be made, on monthly basis (on completion of the month) on the monthly invoice raised by the selected bidder, after verification of uptime report submitted and deducting the penalties,

if any. Payment shall become due from the date of operationalization of the system at the ATM location. Payment of monthly rent will be made after deducting TDS as per Income tax guidelines. Bidder should submit the monthly invoice within 7 days at the end of the month along with the uptime report.

2. All duties and taxes (excluding GST), if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

3.5 Price Bids

Only those vendors who have qualified after Technical evaluation will be eligible for the next stage of evaluation i.e. Commercial Evaluation. Bank reserves the right of selection of vendor either by opening of Commercial Bids of vendors or proceed with the selection of vendor through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The details of Reverse Auction process are given in Annexure-P for reference.

Bank of Maharashtra will consider the TCO (Total Cost of Ownership) for the purpose of price comparisons given by the bidders on the figures in the Annexure-G.

3.6 Delivery, Installation and Commissioning

The Bidder shall be responsible for delivery and installation of the equipment ordered at all the sites and for making them fully operational **within 6 weeks of receiving the purchase order**. The signing authority will be Branch Manager or Officer at branch / office.

If the bidder fails to deliver and/or install all the equipment ordered within the stipulated time schedule or by the date extended by Bank of Maharashtra, it will be a breach of contract. In such case, Bank of Maharashtra may foreclose the bank guarantee without any notice. In the event of Bank of Maharashtra agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank of Maharashtra before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event the advance paid to bidder will become returnable to Bank of Maharashtra forthwith and Bank of Maharashtra reserves its right to foreclose the bank guarantee.

3.7 Completeness of Installation

The installation will be deemed as incomplete if any component of the E-Surveillance System or any documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to Bank of Maharashtra after acceptance testing/examination.



In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire site will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 15 days.

3.8 Order Cancellation

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

1. Delay in delivery beyond the specified period for delivery.
2. Delay in installation beyond 6 weeks from the date of purchase order.
3. Serious discrepancy is noticed in the System.

In addition to the cancellation of purchase order, Bank of Maharashtra reserves the right to levy 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 against the advance payment.

3.9 Exit option and contract re-negotiation

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
 - a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 15 days of receipt of purchase contract or agreed terms by Bank;
 - b. The selected bidder commits a breach of any of the terms and conditions of the contract.
 - c. The bidder goes into liquidation voluntarily or otherwise.
 - d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
 - e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.
 - f. Deduction on account of liquidated damages exceeds 10% of the total contract price.
 - g. Delay in delivery / installation / commissioning of Aadhaar Data Vault 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

3.10 Intellectual Property Rights

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



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

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

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

3.11 Corrupt and fraudulent practices

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

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

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

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

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

3.12 Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants,



obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

3.13 Termination

1. The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.
2. The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - b. The bidder (i) has a winding up order made against it; or
(ii) has a receiver appointed over all or substantial assets; or
(iii) is or becomes unable to pay its debts as they become due; or
(iv) enters into any arrangement or composition with or for the benefit of its creditors; or
(v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
3. The bidder shall have right to terminate only in the event of winding up of the Bank.
4. The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the Service Level Agreement.

3.14 Effect of termination

1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the bidder.



3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

3.15 Inter-working of hardware and Software

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

The bidder must also take necessary steps to successfully install all the software components (API) supplied by him on the System.

3.16 Acceptance Tests

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

3.17 Software Drivers, Manuals & Accessories

The E-Surveillance System will have to be supplied with Software Drivers, Manuals and complete set of accessories.

3.18 Training

The Bidder shall associate the site staff during the testing of the system. The Bidder shall also train the staff in the proper operation and trouble shooting and routine maintenance at each and every location for a period of 2 working days. Training – cum – familiarization programme should be conducted by the bidder at each location.

3.19 Spare parts

Bidder will make the spare parts for the systems available for a minimum period of five years from the time of acceptance of the system. Thereafter, bidder will give at least twelve months' notice prior to discontinuation of support services, so that Bank

of Maharashtra may order its requirements of the spares, if it so desires. If any of the peripherals, components like Memory, power adapter, etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to Bank of Maharashtra.

3.20 Liquidated Damages

If there is a delay by the bidder in the delivery any or all goods or perform services within the stipulated time schedule, the purchase 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 order value for each week of delay until actual delivery of the complete order at each location subject to maximum of 10% of cost of E-Surveillance System. Bank of Maharashtra reserves the right to cancel the order and return the partially delivered equipment, if any, at the cost of the bidder in case delivery are not affected within stipulated time schedule. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to vendor/supplier from this contract.

3.21 Penalty

The equipment/system uptime requirement is 99%, however penalty shall be imposed on the SLA breach cases against the requirement as mentioned in the **Annexure-O**. The overall cap of the penalty will be 10 % of the total project cost.

The Bank reserves the right to cancel the order in case complete delivery is not affected within the stipulated time. The equipment/system uptime is required in 99% on monthly basis.

During contract period, the penalty would be recovered from the vendor from the any payment which is due to the vendor. If the amount is not sufficient to recover the penalty, the vendor would be liable to pay the penalty amount within a period of 15 days from the date of demand made by the bank through its branches/offices. If the vendor does not make the payment of penalty within the stipulated period, the bank is free to invoke the bank guarantee and recover the amount.

If the bidder's engineer fails to carry out regular Preventive Maintenance of system, at least, once in a month, it will draw a penalty of 1% of the Total Order Value per system.

3.22 Failure

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

3.23 Indemnity

Bidder shall indemnify, protect and save Bank of Maharashtra against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware /software/network equipment etc. supplied by him.

3.24 Publicity

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

3.25 Guarantees

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

A certificate signed by the CFO / Company Secretary of the Company should be submitted before the Pre-Delivery inspection confirming that all the components / parts/assembly software used in the E-Surveillance System are original new ones and no refurbished/ duplicate / second hand components/ parts/assembly/software are used.

3.26 Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of Bank of Maharashtra either in fires, floods, strikes, lock-outs and freight embargoes.

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

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

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

3.27 Resolution of Disputes

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

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

3.28 Non-Disclosure Agreement

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

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

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

The Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the bidder in any future tendering process of the Bank.

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



3.29 Pre-Contract Integrity Pact

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

3.30 Violation of terms

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

3.31 Limitation of Liability

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

Bidder's liability in case of claims against the Bank resulting from 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.

3.32 Right to Reject Proposals

The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Proposals received from Respondents are liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through email / fax.
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.

3.33 Service Level Agreement

The SLA shall be execute with the successful Bidder, which will include all the services and Terms & Conditions to be extended as detailed under RFP and as may be prescribed by the bank. The equipment/system uptime should be at least 99% on monthly basis.

3.34 Order splitting



With a view to reducing the risks of delay in the project implementation, Bank reserves the right to split the order tentatively in the ratio of 50:30:20 between the bidders offering the lowest TCO (L1), the bidder offering the second lowest total price (L2) and the bidder offering the third lowest total price (L3) provided the difference in total price between L1 and L3 is less than or equal to 15 percent. **However, the Purchase Order (P.O.) for L2 and L3 will only be at the rate offered by L1.** If L2 and/ or L3 do not accept the purchase order in writing within 5 working days, then purchase order will stand automatically cancelled. If any one of the bidders out of L2 or L3 accepts the purchase order in writing, within 5 working days, and the other refuses, the Bank will split the order in ratio of 60:40 between L1 and L2 (if L2 accepted the offer) and in the ratio of 70:30 between L1 and L3 (if L3 accepted the offer). If difference in total price between L1 and L3 exceeds 15%, but the difference between L1 & L2 is less or equal to 15%, then the Bank will split the order in the ratio of 60:40 between the bidder offering the lowest total price and the bidder offering the second lowest total price (L2), subject to L2 matching the price with L1 prices. The purchase order for L2 will be at the same rate as offered by L1. If L2 does not accept the purchase order in writing within 5 working days, then the purchase order will stand automatically cancelled. If the difference in total price between L1 and L2 exceeds 15%, the Bank will place the entire order on L1 bidder. L2 and L3, in the event of splitting of order are required to match their item wise prices with L1. Bank reserves the right to decide on the splitting of order.

3.35 Confidentiality

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

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

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



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

- (a) Relates to the Disclosing Party; and
 - (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants
 - (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the bidder to host Bank’s equipment at the site
 - (e) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable
 - (f) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years
1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
 2. Unless otherwise agreed herein, use any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
 3. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - ▶ 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.

3.36 Rate Contract



Bank of Maharashtra reserves the right to enter into a rate contract with successful bidders for delivery of E-Surveillance System for any branches / offices. The validity of the rate contract shall be two years from the date of last pre-delivery inspection. The same technical specifications and terms of Commercial bid shall apply mutatis-mutandi to the order placed through the rate contract as specified through this tender. However during the validity of the rate contract, if there is downward revision of the prices beyond 1% of the price arrived at the time of placing the order, Bank of Maharashtra reserves the right to re-negotiate the prices before placing the order.

3.37 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, whichever is earlier.

3.38 Change Management

Changes to business applications, IT components and facilities should be managed by change management processes to ensure integrity of any changes.

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.

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. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account.

3.39 Amalgamation

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



3.40 Disclaimer

The scope of work document is not an offer made by Bank of Maharashtra but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.



4 Schedule of Items Required :

Schedule I : Supply, Installation, Commissioning & Maintenance of 1400 Quantities of E-Surveillance System. The E-Surveillance System will be delivered with one complete set of accessories.

5 Annexure A - Tender offer cover letter

Date: _____

Tender Reference No.:062019_____

To:

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

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

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

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 10% of the Contract Price for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 2018

Signature: _____

(In the Capacity of :) _____

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



6 Annexure B – Details of the Bidder

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

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) 2015-16 2016-17 2017-18	
9.	Profit of the company (not of group) 2015-16 2016-17 2017-18	
10.	Sales Tax Number	
11.	Income Tax Number	
12.	Whether direct manufacturer or authorized dealers/agent	
13.	Name and Address of manufacturer of E-Surveillance System	
14.	Location of Manufacturing facility	
15.	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	
16.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	



7 Annexure C(A) - List of Zonal offices

Sl.	Place	Support Center (Yes / No)
1	Ahmedabad	
2	Ahmednagar	
3	Amarawati	
4	Akola	
5	Aurangabad	
6	Bangalore	
7	Bhopal	
8	Chandrapur	
9	Chandigarh	
10	Chennai	
11	Delhi	
12	Goa	
13	Hyderabad	
14	Indore	
15	Jabalpur	
16	Jalgaon	
17	Jaipur	
18	Kolkata	
19	Kolhapur	
20	Lucknow	
21	Latur	
22	Mumbai City	
23	Nagpur	
24	Nasik	
25	Pune City	
26	Pune East	
27	Raipur	
28	Solapur	
29	Satara	
30	Thane	



Annexure C (B) - Details of Service Centers

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



8 Annexure D (A) -Technical & Functional Specifications

E-Surveillance System:

MANDATORY REQUIREMENTS

1	Alarm panel Specifications	Compliance (Yes/ No)
Intrusion Alarm Panel, Sensors, Detectors- UL Certified		
1	Alarm Panel Key Features	
1.1	Panel with on-line connectivity to Central Monitoring Station	
1.2	16 – 32 Zone Alarm Panel	
1.3	Ethernet card for TCP/IP Networking	
1.4	10 Hours internal battery Back-up for Alarm Panel, Router, Microphone, Speaker, NVR and 2 IP based IR Vandal Proof Dome Cameras, 1 IP based IR Vandal Proof Weather proof Bullet camera + 1 IP based hidden camera	
1.5	Metal Security enclosure with Key lock for Alarm panel, NVR & Router with Key and Tamper zone on opening	
1.6	Mains power sensing ability (Power Input Sensor- Mains Input (ON/OFF) (Silent Zone)	
1.7	UPS power sensing ability (Power Output Sensor- UPS Onput (ON/OFF) (Silent Zone)	
1.8	Built-In Internal SMPS and Battery (6 Hours) for router, NVR, 4 Cameras, Microphone and speaker	
1.9	ATM 1, ATM 2 or More Removal Zone (Unique Zone)	
1.10	ATM 1, ATM 2 or More Seismic Sensor / Vibration Sensor Zone (Unique Zone) (Drilling and hammering protection)	
1.11	ATM 1, ATM 2 or More Chest Door Zone (Unique Zone)	
1.12	ATM 1, ATM 2 or More Thermal Sensor Zone (Unique Zone)	
1.13	ATM Back Room Door open Zone (Unique Zone)	
1.14	Cheque Drop Box removal (Unique Zone)	
1.15	CCTV camera 1 (with IR Vandal Proof Dome Camera), Speaker & Microphone removal Zone in series	
1.16	CCTV camera 2 (IR Vandal Proof Bullet Camera)Removal Zone (Unique Zone)	
1.17	Smoke / Fire Sensor Zone (Unique Zone)	
1.18	Panic Switch Zone (Unique Zone)	
1.19	Motion Sensor Zone to Detect motion between 11 pm and 5 am to detect motion in ATM room (Unique Zone)	
1.20	Glass Break Zone to Detect breaking of glass (Unique Zone)	
1.21	10 Hours battery backup for Alarm Panel	



2	Required Sensors and Devices	
2.1	ATM 1, ATM2 and more Removal Sensor (Metal contact Sensor)	
2.2	ATM 1, ATM2 and more Seismic sensor / Vibration sensor Zone (to work with UL 291 Business hour and UL 291 24 hour ATM Chest)	
2.3	ATM 1, ATM2 and more Chest Door Zone (Plastic Contact Sensor)	
2.4	ATM 1, ATM2 and more Thermal Sensor with Rate of rise feature	
2.9	ATM Back Room Sensor (Metal contact Sensor)	
2.10	Security Enclosure Tamper Sensor	
2.11	Removal Sensor Cheque Drop Box, UPS and Battery (Metal contact Sensor)	
2.12	Door open Sensor for Cheque Drop Box (contact Sensor)	
2.13	CCTV camera 1 removal sensor (Plastic Contact Sensor)	
2.14	Speaker Removal Sensor (Plastic Contact Sensor)	
2.15	Microphone Removal Sensor (Plastic Contact Sensor)	
2.16	CCTV camera 2 Removal Sensor (Plastic Contact Sensor)	
2.17	CCTV camera 3 Removal Sensor (Plastic Contact Sensor)	
2.18	Glass Break Sensor	
2.19	PIR Motion Sensor/ Occupancy Sensor	
2.20	Siren	
2.21	Panic Switch/ Duress Button at backroom	
3	Image / Video Items	
3.1	NVR: (Should comply following specifications) Details provided at Annexure – D(B)	
3.2	Cameras:	
3.2.1	2MP IP Dome IR cameras with SD card (2 in No.) in ATM Lobby and Back room	
3.2.2	2MP IP IR Bullet camera – outside ATM Room	
3.2.3	2MP IP Hidden camera - lobby (Should comply following specifications) Details provided at Annexure – D(B)	
4	2-Way Audio Items	
4.1	Speaker with audio cables	
4.2	Microphone with Cables	
5	Communication Equipment at Sites	



5.1	GSM /VPN 3G/4G multi SIM intelligent Router with bandwidth aggregator (Dual Connectivity is required)	
5.2	High Gain Antennae where required	
5.3	GSM /VPN 3G/4G multi SIM Card (Dual Connectivity is required)	
5.4	The functioning of the ATM will not be impacted because of the use of any communication equipment	
5.5	Basic functions: DNS, DHCP, ICMP, MTU/MRU, LCP	
5.6	3G/4G function: 3G/4G Mode Selection, PIN code, SIM card bundling, DDR	
5.7	Authentication: CHAP, PAP, MS-CHAP, MS-CHAP V2, EAP	
5.8	Routing Protocol: Static/BGP Routing	
5.9	Wi-Fi Functions: 802.11 b/g/n, WEP, WPA, WPA2, WPA+WPA2, SSID Hidden, WDS, Power adjustment, Connection Limitation	
5.10	Multiple WAN: Load Balancing Mode, Backup Mode	
5.11	Security Functions: URL filtering, White/Black list, Stateful firewall, ACL, NAT, MAC-IP bundling	
5.12	VPN Function: IPsec VPN, L2TP VPN, GRE VPN, Certification Management	
5.13	QoS Functions: Rate Limitation on IP, sharing bandwidth, Rate Limitation on 3G/4G interface, Rate Limitation on Wi-Fi	
6	Central Alarm Monitoring Station Infrastructure Requirements	
	Feature	
6.1	Servers with 'HOT REDUNDANCY'. If the Primary server fails, the secondary server takes over immediately with no time loss.	
6.2	Minimum 10 MBPS Primary Back-haul from Network provider Hub to Central Monitoring Station with auto switch over. Letter from network provider is required.	
6.3	10 MBPS Secondary Back haul from another Network provider for Back up to Primary Back Haul. Letter from network provider is required.	
6.4	UPS Supply to all systems	
6.5	+Generator Back-Up to Mains Power with auto-Start	
6.6	Data Storage on Network Access Storage (NAS) for high data redundancy	
6.7	Multiple SIM VPN Router to aggregate the network signals	
6.8	DRC available.	



6.9	If not, that DRC to be implemented within 6 Months from date of contract (Due undertaking to be submitted).	
7	Networking(Communication Requirement)	
7.1	On-line Alarm Panel with TCP/IP communication over secure wireless VPN Network for Alarm data, Video data and Audio data.	
7.2	TCP/IP Networking	
7.3	International standard SIA messaging	
7.4	Suitable network security to prevent hacking/sniffing/malware attack on the network	
8	Alarm Station Service Requirement	
8.1	The software alert should be in form of tickets and not Pop-Ups	
8.2	The ticket should have ability to store escalation details as below associated with the particular site that generated the alert (Individual to the sites)	
8.3	The bidder is required to establish a Central Monitoring System to monitor the health of all equipment deployed at sites on 24 X 7 basis. All the complaints will be reported to the bidder and the Bidder should coordinate with their local representatives/ technicians to attend all the complaints. One CMS Console access to be provided at Head office, Pune or any other location decided by the bank.	
A	Store escalation matrix of 5 MSP agency individual associate with that particular site	
B	Store escalation matrix of 5 Housekeeping agency (optional) individual associate with that particular site	
C	Store escalation matrix of 5 Dispatch Agency individual associate with that particular site	
D	Store escalation matrix of 5 Fire Department individual associate with that particular site	
E	Store escalation matrix of 5 Police individual associate with that particular site	
F	Store escalation matrix of 5 Bank individual associate with that particular site	
G	The ticket must have ability to note the conversation details of each escalation individual of MSP, Dispatch Agency, Police and Fire departments and Bank individuals within the ticket.	



8.4	The ticket must have the ability to record closure comments	
8.5	Start Siren from Central station	
8.6	Stop Siren from Central station	
8.7	Bypass sensors from central station	
8.8	Reset Smoke/Fire sensor from Central Station	
8.9	Ability to put Alarm Panel on "Test Mode" that generates no SMS or emails when alarm panel is under testing	
8.10	Chest Door and Cheque drop Box door opening should have a schedule setting at Central Monitoring Station.	
A	An alert ticket must be raised if chest door is opened at any time of the day/night even for cash replenishment and whole activity should be recorded as a continuous video.	
B	Video verification must be performed to verify the incident / activity	
C	If abnormal activity is detected, then use 2-way audio to deter the activity	
D	Ability to set the schedule individually for each ATM Site.	
E	Escalation as per escalation procedures, if crime cannot be deterred. (Escalation matrix will be worked out mutually).	
8.11	Back room Door opening should have a schedule setting at Central Monitoring Station.	
A	An alert ticket must be raised if back door is opened any time of the day/night.	
B	Video verification must be performed to verify the incident / activity	
C	If abnormal activity is detected, then use 2-way audio to deter the activity	
D	Ability to set the schedule individually for each ATM Site.	
E	Escalation as per escalation procedures, if crime cannot be deterred. (Escalation matrix will be worked out mutually).	
8.12	Motion Monitoring of ATM room	
A	An alert ticket must NOT be raised if there is motion after 6:00 hrs and before 23:00 hrs. Siren must NOT Sound.	
B	An alert ticket must be raised if there is motion after 23:00 hrs and before 6:00 hrs. Siren must NOT Sound.	
C	Video verification must be performed to verify the incident / activity	



D	If abnormal activity is detected, start siren from central monitoring station and use 2-way audio to deter the activity	
E	Ability to set the schedule individually for each ATM Site.	
F	Escalation as per escalation procedures, if crime cannot be deterred. (Escalation matrix will be worked out mutually).	
8.13	Sensor tripping must generate an alert ticket	
A	Video verification must be performed to verify the incident	
B	If normal activity switch off siren from Central Monitoring Station	
C	If abnormal activity perform 2-way audio to deter the activity	
D	Escalation as per escalation procedures, if crime cannot be deterred. (Escalation matrix will be worked out mutually).	
8.14	Send SMS & Emails based on priority defined for Contact list (ONLY If ticket is still open in that time)	
A	In case of Robbery/Burglary/snatching attempt, Contact Channel Managers, Branch Managers & nearest Police Station.	
B	In case of Fire, Contact Channel Managers, Branch Managers & nearest Police Station.	
8.15	Previous Pre-View functionality	
A	The Central monitoring station must have a previous preview functionality attached to the ticket where they can view previous images of the site of last 20 minutes. This is required to get images even if the burglar has blocked the camera before perpetrating the crime.	
8.16	Central Recording	
A	When the Central Monitoring Executive has viewed the site through video verification, the video verification images should be stored centrally to ensure that images are available forensic purpose even if the burglars destroy the NVR at the site	
8.17	Central Image Pulling	
	Central Monitoring Station must have the ability to pull images centrally from site NVR of when demanded by the Bank	
8.18	QRT and Maintenance related activities (optional)	



	QRT to be available at the site within 15 minutes of reporting of the incident at command center	
	QRT to be located through GPS device	
	To take adequate/reasonable steps to deter the incident/crime, including lodging of FIR.	
	To call and co-ordinate with local police authorities and Bank officials.	
	To support the Bank/Law enforcement agencies in case of any incident occurred at ATM site.	
8.19	Dashboard Access	
A	Bidder should provide an online real-time Dashboard Access at various operational levels in the Bank, viz. RITC, HO, Branch Manager etc., up to the Channel Manager level or as required by the Bank, without any limitation to number of users. The details to be provided have been mentioned in the Scope of Work.	
8.20	Reports	
A	ALL Ticket Report with all details that include Date and Time of Alert Site ID Site Address including location, state and city Type of Alert Name of Operator to whom ticket was assigned Time of acknowledging the ticket Time lapsed to acknowledge the ticket Time when operator started deterrence (If any) Time lapsed for above Operator comments of his conversation with escalation persons Operator closure comments	
B	Deterrence Ticket Report (where deterrence was performed) with all details that include Date and Time of Alert Site ID Site Address including location, state and city Type of Alert Name of Operator to whom ticket was assigned Time of acknowledging the ticket Time lapsed to acknowledge the ticket Time when operator started deterrence Time lapsed for above Operator comments of his conversation with escalation persons Operator closure comments	
C	Chest Door Open Report with all details that include Date and Time of Chest door open Site ID	



	Site Address including location, state and city Type of Alert Date and Time of Chest Door close	
D	Cheque Drop Box Door Open Report with all details that include Date and Time of door open Site ID Site Address including location, state and city Type of Alert Date and Time of Door close	
E	MAINS Power Report with all details that include Date and Time of Mains Power Change (ON or OFF) Status of Change (ON or OFF) Site ID Site Address including location, state and city	
F	e-surveillance system down report with all details that include Date and Time of system down and resumed functioning. Reason Site ID Site Address including location, state and city	
G	Alarm panel not responding report with all details that include Date and Time of when not getting status message from panel Site ID Site Address including location, state and city Type of Alert Date and Time of regaining communication	

Date :

Signature of Authorised Official with Seal



Annexure D (B) – CCTV Specifications

SPECIFICATIONS FOR VARIOUS CAMERA AND NVR

SL. No.	Item	Specifications	Compliance (Yes/No)
1	2MP IP Dome IR Camera (2 in No.)	1/2.7" 2Megapixel progressive CMOS	
		H.265 / H.264+ & H.264 dual-stream encoding	
		25/30fps@2M (1920x1080) WDR(120dB), Day/Night(ICR), 3DNR, AWB, AGC, BLC	
		Micro SD card slot, up to 64 GB	
		ONVIF Compliance.	
		2.7~12mm varifocal lens Max IR LEDs Length 30m IP67, IK10, PoE.	
2	2MP IP IR Bullet Camera	1/2.7" Progressive scan CMOS	
		compression techniques: H.265+/H.264+/MJPEG	
		3D digital N/R, WDR (120dB)	
		IR Distance up to 50 meters	
		IPv4 & IPv6	
		bi-directional talk	
		IP66 / IP67 Compliant	
		IK10 Compliant	
		SD Card – 128GB	
3	2MP IP Hidden Camera	2Megapixel	
		Low Lux Recording - 0.1 lux – 0.01 lux	
		Resolution 1080p HD	
		Lens – 2mm	
		MicroSD Card – up to 64GB	
		ONVIF Compatibility	
		WDR (120dB)	
		H.264 / H.265	
RJ-45 Ethernet – connector			
4	Network Video Recorder	Intel Processor	
		IP Camera Input (4/8/16)	
		Supports RAID 0/1/5/6/10	
		Interface: 2 HDMI, 1 VGA	
		Compression: H.264/MJPEG/H.265	



		OSD: Camera Title, time, video loss, Camera lock, Motion detection, recording Bit Rate 16 Kbps-20 Mbps per channel	
		Play back: 128 Mbps in RAID 5 Mode & up to 64 Mbps in Single HDD Mode	
		Play back Function: Play, pause, stop, rewind, fast play, slow play, next file, previous file, next camera, previous camera, full screen, repeat, shuffle, backup, selection, digital zoom.	
		Back Mode: USB/Network/e SATA Device	
		3rd Party Support: Vivotek, Videotec, Sony, Samsung, Pelco, Panasonic, Honeywell, Brickcom, CP plus, Bosch, AXIS.	
		Network Interface: 3 RJ45 ports (10/100/1000 Mbps)	
		POE: N/A	
		Network Function: HTTP, HTTPs, IPv4/IPv6, TCP/IP, UPNP, RTSP, UDP, SMTP, NTP, DHCP, DNS, PPPOE, DDNS, FTP, IP Filter, SNMP, P2P, ONVIF Version 2.4 CGI Conformance, Alarm Server.	
		Optical Fiber Interface(Optional): 2 Giga Optical Fiber	
		Interface Internal HDD: 16 SATA III Ports up to 6TB Capacity for each HDD. (Storage shall be proposed to ensure the recording requirements are full filled. The bidder has to factor NVR as per the number of IP Camera Input Channel)	
		HDD Mode: Single, RAID 0/1/5/10	
		USB: 4 USB Ports (2 USB 2.0,2 USB 3.0) RS232 & RS485 1 Port Mini SAS port,	
		Certifications: CE & FCC	
5	Managed Network Switches	8/16/24/48 Ports (as per the requirement)	
		10/1 00/1 000 Mbps	
		POE	
		Rack mountable switches	
6	Network Rack	Size as per requirement	
7	Cabling and conducting	Data Cable – Cat6 UTP, Patch panel, Patch Cords, power adaptors etc.	



8	Any other item which are not included in the above, however require for completion of the project may be included	Details may be provided by the bidder	
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9 Annexure E – Manufacturer’s Authorization Form (MAF)

No. _____ dated _____

TO

Dear Sir,

Tender Reference No: 062019

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

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

Yours faithfully,

(Name)
For and on behalf of
M/s _____
(Name manufactures)

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



10 Annexure F - Details of Track Record (Past Installations)

Name of the Vendor _____

Name of the Client	E-Surveillance System		Date of completion of delivery as per contract as well as Actual		Contact person • Name • Tel. No. • Fax No. • Address	Total Amount of Order
	Make, Model	Qty	As per contract	Actual		

Date: _____

Place: _____



11 Annexure G - Bills of Material

Schedule I – E-Surveillance System

Sl.	Item	No. of sites A	Charges per month/site (Rs.) B	Total Price Per Month C=A x B
1	Monthly Charges for Comprehensive Centrally Monitored Electronic Surveillance of ATM/CD/CR	1400		
	Total Cost of Ownership (Five years)			

Schedule II – (Optional) Housekeeping services

Sl.	Item	No. of sites A	Charges per month/site (Rs.) B	Total Price Per Month C=A x B
1	Monthly Charges for Housekeeping (cleaning/upkeep) of ATM sites	1400		

Schedule III – (Optional) Quick Response Team

Sl.	Item	No. of sites A	Charges per month/site (Rs.) B	Total Price Per Month C=A x B
1	Monthly charges for QRT (Quick Response Team)	1400		



12 Annexure H- FORMAT FOR PRE BID QUERIES

A) Queries Related to RFP

RFP : 062019		E-Surveillance System			
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions



13 Annexure I - Proforma for the Bank Guarantee for Earnest Money

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid upto

Amount of Bank Guarantee: Rs.

To,
Bank of Maharashtra,
IT Department,
1501, Lokmangal,
Shivajinagar, Pune 411005.

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

1. Whereas the Beneficiary had invited tenders for supply, installation, commissioning of E-Surveillance System at various locations vide tender No 062019 dated _____.
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 5.00 lakhs (Rs. Five Lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s XYZ & Co. Ltd. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of E-Surveillance System at various locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
4. At the request of the said M/s.XYZ& Co. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. 5 lakhs (Rupees Five lakhs only) payable by the said Contractor/s under the said Contract.

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



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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

For and on behalf of the Guarantor Do so and to affix the seal of the Bank, in the presence of



14 Annexure J – COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 062019

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 062019 for the E-Surveillance System Procurement.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
11. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
14. If successful, we are agreed to provide uninterrupted service for next 3 years.

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

Name:
Designation:
Organization:

Place:

Stamp:
Date:
Signature:

15 Annexure K - Non Disclosure Agreement

(On stamp paper of relevant value)

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

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

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

WHEREAS, Bank called for the bids for engagement of System Integrator to setup IT infrastructure at the various branches ($\pm 25\%$ of the total) of the Bank. M/s after going through the Bid Documents and being interested to act as System Integrator and provide the services for setup of IT infrastructure at the various branches ($\pm 25\%$ of the total) branches of 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, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.



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

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

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

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

Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorised 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. () (Designation)	For and on behalf of Bank of Maharashtra ()
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16 Annexure L: FORMAT FOR ELIGIBILITY EVALUATION

Sr No	Description of Eligibility Criteria	Support document required
1	The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 and shall be in existence for the last three years.	Copy of the certificate of incorporation should be enclosed as documentary proof
2	The Bidder should have a minimum turnover of Rs. 1 crore per year in the last three financial year's i.e 2015-2016, 2016-2017 and 2017-2018 from e-Surveillance activity.	Copy of Balance Sheet to be submitted along with technical bid
3	The Bidder Company should have made profits in last three financial years. I.e. 2015-2016, 2016-2017 and 2017-2018. This must be the individual Company's profit and not that of any group of Companies.	A copy of relevant years' audited annual reports / financial statements shall be submitted with the offer in support of net sales turnover and profit
4	The bidder should be the Original Equipment Manufacturer (OEM) or its authorized channel partner in India. An authorization letter from the OEM to this effect should be furnished.	Documentary proof to that effect should be enclosed. As per the Annexure- E.
5	Bidder should have all India 24*7 running support centers	List of support centers
6	The bidder should have experience of successful supply, installation and commissioning of minimum 100 quantity of E-Surveillance System at least two scheduled commercial banks in India during last two financial year.	Recent Reference letter, PO copies is required.
7	The bidder shall have exclusive support infrastructure/centers for maintenance all over the country and should be able provide immediate support service through direct presence of its support personnel at our branches and offices where the System would be installed.	List of such support/Service centers with contact persons, telephone numbers and addresses should be enclosed as proof.
8	The Bidder shall not have been blacklisted by any government organization / banks / Financial Institutions in India.	Self-declaration to that effect shall be submitted along with the technical bid.
9	The bidder should be able to provide efficient and effective support at all ATM/CD/CR of the bank, so as to meet 24*7 hrs service supports with maximum 4 hrs response time.	A commitment to this effect should be furnished.
10	Bidder shall have to accept all the clauses of Integrity Pact as mentioned in the document in Annexure-N .	Signed integrity pact (as per Annexure-N) should be submitted along with the technical bid on a stamp paper of Rs.500/-

17 Annexure M – Pre Contract Integrity Pact

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2018, between on one hand, Bank of Maharashtra through authorized official Shri _____, General Manager, Information Technology Department, Bank of Maharashtra (hereinafter called the “BUYER”, which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the “BIDDER/Seller” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure Supply, Installation, Commissioning & Maintenance of E-Surveillance System and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said Supply, Installation, Commissioning & Maintenance of E-Surveillance System at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

1. Commitments of the BUYER:

1.1 The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material



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

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

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:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.



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

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

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



4. Previous Transgression

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

5. Earnest Money (Security Deposit)

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

6. Sanctions for Violations:

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



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

7. Fail Clause:

- 7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of



India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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



11. Other Legal Actions:

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

12. Validity:

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

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

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

BUYER

BIDDER

Name of the Officer:

Designation:

IT Department

Bank of Maharashtra

CHIEF EXECUTIVE OFFICER

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness:

Witness:

1 _____
(Name & Address) : _____

1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____



18 Annexure N : Undertaking of Information Security

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

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

Sir,

Sub: RFP for Comprehensive Centrally Monitored Electronic Surveillance System for ATM/CD/CR Installations on OPEX Model

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

Yours faithfully,

Authorized Signatory

Name:
Designation:
Bidder's Corporate Name Address
Email and Phone



19 Annexure O : Penalties

Sl. No.	Parameter	Requirement	Penalty
1	Adherence to the planned Implementation schedule	The complete Centrally Monitored E-Surveillance System should be delivered, installed and made operational at the identified ATM Locations within 42 days of acceptance of order	A penalty of 1% per week from the 43rd day of placement of order with full site details/ addresses by the Head Office, till the date of operationalization will be levied for the reasons attributable to the vendor. The penalty amount for delayed installations will be due on 1st day of the week FROM 43rd DAY ONWARDS. E.g., 1. Installations between 43-49 day, penalty 1% of the monthly rental of effected site 2. installations between 50-56 day, penalty 2% of the monthly rental of effected site and so on
2	Equipment Uptime	At least 99% uptime expected i. System is non-functional for more than 30 minutes up to 4 Hours, , ii. System remains non-functional beyond 4 hrs and up to 24 hours, iii. System remains non-functional beyond 24Hrs.up to 48Hrs, iv. system remains non-functional beyond 72Hrs,	i. 30% of monthly rentals for that site for each instance of failure beyond 30 minutes for 4 Hrs. ii. 50% of monthly rentals for that site for each instance of failure for 4 Hrs. and up to 24 hours, iii. 75% of monthly rentals for that site for each instance of failure for 24 Hrs. and up to 48 hours, iv. 100% of monthly rentals for that site for each instance of failure beyond 72 hours,
3	Incident Reporting	For every identified incident, the Centrally Monitored E-Surveillance System should have evidence of incident (video recording, two-way audio communication logs, system logs), records for action taken and reporting to respective authorities as per agreed mechanism.	To be randomly verified by Bank/Bank appointed agency on monthly basis for SLA monitoring. For every non-compliance a penalty of 10% of the monthly fee of the effected site shall be levied.



Sl. No.	Parameter	Requirement	Penalty
4	Report to Bank	All required reports (Uptime/Incident any other specific report requested by Bank)	The vendor-wise availability/performance/system down reports to be downloaded from the new dashboard. To be randomly verified by Bank/Bank appointed agency on monthly basis for SLA monitoring. For every non-compliance a penalty of 10% of the monthly fee of the effected site shall be levied.
5	Loss to Bank due to un-reported / UNDETECTED incident	For every loss incurred by Bank, for the incidences which are not reported/detected by the vendor.	Actual financial Loss as per incident. Within the billing month, the capping for this penalty would be 100% of the monthly fee for the effected site.
6	Non-Supply of Video Footage	For not providing CCTV footage for any incident/ATM transaction based footage. For not providing clear images and video (face not recognizable)	Rs. 10,000 OR Actual loss to the bank, whichever is higher.
7	Failure of any equipment/sensor should be replaced/repared within 24 hours.		Beyond 24 hours, penalty will be as under: i. 10% of monthly rentals for that site for each instance of failure for 24 Hrs. and up to 48 hours, ii. 50% of monthly rentals for that site for each instance of failure for 48 Hrs. and up to 72 hours, iii. 100% of monthly rentals for that site for each instance of failure beyond 72 hours,
8	Non-installation of dismantled site	If bank shifts the ATM to new location or discontinues the site, the reinstallation at new location within 15 days after receiving the new site details.	A penalty of 1% of the monthly rental per week from the t 16th day of placement of order with full site details/ addresses by the LHO, till the date of operationalization will be levied for the reasons attributable to the vendor. The penalty amount for delayed installations will be due on 1st day of the week FROM 16th DAY ONWARDS. E.g., 1. Installations between 16-22 day, penalty 1% of monthly rental/- 2. installations between 23-29 day, penalty 2% of monthly rental, and so on



Sl. No.	Parameter	Requirement	Penalty
9	Non- availability of feeds in the dashboard	If the feeds are not available beyond 30 Minutes	i. no payment shall be made for that day if feeds are not available between 30 minutes to 24 hours and this amount shall be deducted on pro rata basis from the final payment of that month,ii. 10% of monthly rentals for that site for each instance of failure for 24 Hrs. and up to 48 hours,iii. 50% of monthly rentals for that site for each instance of failure for 48 Hrs. and up to 72 hours,iv. 100% of monthly rentals for that site for each instance of failure beyond 72 hours,

20 Annexure – P : Guidelines, terms & conditions and process flow for e-procurement auction

Introduction:

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

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

1) Rules for E Procurement Auction (Reverse Auction):

a. **APPLICABILITY:**

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

b. **ELIGIBILITY:**

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

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

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

d. **TRAINING:**

- i. The Bank will facilitate training for participation in Reverse Auction through the service provider for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.
- ii. Wherever necessary, the Bank / service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.



- iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
- iv. Each bidder / bidder shall participate in the training at his / their own cost.

e. DATE/ TIME FOR TRAINING:

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

f. DATE/ TIME OF REVERSE AUCTION:

- i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.
- ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

g. CONDUCT OF REVERSE AUCTION:

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

h. PROXY BID:

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

i. TRANSPARENCY IN BIDS:

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



j. MASKING OF NAMES:

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

k. START PRICE:

- i. Bidders will fill the unit cost of the line items mentioned in ANNEXURE-G OF RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the TCO of ANNEXURE-G OF RFP. This total value is taken as the start price of the bidding process.

l. DECREMENTAL BID VALUE:

- i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.1,00,000/-.
- ii. The bid decrement value shall be in multiples of Rs. 1,00,000/-.
- iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decremental value will be appropriated across the line items of ANNEXURE G OF RFP proportionately by the system.

m. REVERSE AUCTION PROCESS:

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



n. EXPENDITURE ON REVERSE AUCTION:

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

o. CHANGES IN BUSINESS RULES:

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

p. OTHER INSTRUCTIONS:

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

q. ERRORS AND OMISSIONS:

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

2) Terms and conditions of Reverse Auction:

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.



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- f. Bidding will be conducted in Indian Rupees (INR).
 - g. The bidder has to quote the total cost of items mentioned in ANNEXURE-G of RFP to arrive at the TCO.
 - h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
 - i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
 - j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
 - k. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
 - l. Only those bidders who are technically qualified and competent to provide the required solution as per RFP are only eligible to participate in Reverse Auction Process.

21 ANNEXURE Q - LETTER OF UNDERTAKING FOR PROVIDING ALL SERVICES AS MENTIONED UNDER SCOPE OF WORK

To,

The Deputy General Manager
Bank of Maharashtra
1501, Lokmangal,
Shivaji Nagar,
Pune

Sir,

Our Bid for _____

We understand that under Scope of Work, Bank has stipulated all the mandatory services under e-Surveillance system implementation.

We confirm having read and understood each and every service as mentioned under Scope of Work and we undertake to provide each and every service as mentioned under Scope of Work.

We understand that if we are selected by the Bank for implementing the services and if at any stage Bank finds any particular service is not being provided by our Company, Bank may debar/expel our company and reassign the orders to other vendors and Bank has right to invoke our Performance Bank Guarantee.

Yours faithfully,

For:
Signature:
Name: