

RFP Reference No.202014

REQUEST FOR PROPOSAL (RFP)

FOR

Appointment of vendor to undertake domestic transaction processing for inward and outward clearing operations in the western grid



**Bank of Maharashtra
Head Office, 'Lokmangal'
1501, Shivaji Nagar
Pune-41005**

Cost of RFP Document: Rs. 10000/-

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The word “cheque” relates to all types of clearing instruments.

L1: Lowest price

L2: Second Lowest Price

L3: Third Lowest Price

1. **Invitation for RFP Offer:** Bank of Maharashtra invites sealed RFP offers (Technical bid and commercial bid) from eligible service providers having a proven ability to undertake domestic transaction processing for inward and outward clearing operations.

A complete set of RFP documents may be purchased by eligible bidder upon payment of a non-refundable fee Rs.10000/-(Rs. Ten thousand only) by demand draft in favor of Bank of Maharashtra and payable at Pune.

The copy of RFP documents may be obtained at below mentioned address on all working days.

**The Assistant General Manager,
Department of Strategic Initiatives,
Bank of Maharashtra,
“Janmangal” IV Floor,1177, Budhwar Peth, Bajirao Road, Pune-411002**

The RFP document may also be downloaded from Bank's website www.bankofmaharashtra.in. The service providers downloading the RFP document from Bank's website must pay the cost of the RFP document, in a separate cover, at the time of submission of the bids.

Bid collection and submission:

RFP Reference Number	202014
Price of RFP document	10000
Date of commencement of sale of RFP document	01/10/2014
Last date of sale of RFP document	28/10/2014- upto 13.00 hours
Queries to be mailed by	15/10/2014-upto 16.00 hours
Pre - Bid meeting with bidders	20/10/2014 at 15.00 hours
Date and time for Bid Submission date (Soft copy and hard copy)	28/10/2014- upto 14.00 hours
Time and date of Opening of Eligibility bid and Technical bid	28/10/2014- upto 15.30 hours
Place of opening of RFP offers	The Deputy General Manager, Operations, Bank of Maharashtra, 1501, Lokmangal, Shivajinagar Pune-411005
Address of Communication	As above
Email address	navinkumar.srivastav@mahabank.co.in nishita.singh@mahabank.co.in
Contact Telephone/ Fax Numbers	020-24504109

All RFP offers must accompany Earnest Money Deposit (EMD) as specified in this RFP document. The cover containing EMD amount should be handed over in a separate cover to the department.

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

Technical Specifications, Terms and Conditions and various formats and pro-forma for submitting the RFP offer are described in the RFP document and its all annexure and formats.

General Manager,
Information Technology

2. **Introduction:** Bank of Maharashtra is a nationalized Bank serving the nation for the last 75 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 1857 branches and 1827 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 has over 20 million customers served through 100% Core Banking branches in 29 states and 2 union territories.

In response to changing market dynamics Bank has decided to shift 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, reduce and manage risk would be delivered by a flexible, scalable, and innovative operating model.

2.1 Disclaimer: This Request for Proposal (“RFP”) document has been prepared by Bank of Maharashtra (“Bank”) for appointment of a service provider having proven ability to undertake domestic transaction processing for inward and outward clearing operation. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services. Therefore it should not be construed as a contract or arrangement.

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

2.2 Information Provided: The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers give any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document. Neither Bank nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the RFP document.

2.3 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued (“the **Recipient**” or “the **Respondent**”) and no other person or organization.

2.4 Confidentiality: No part of this RFP may be reproduced, stored in or introduced into a retrieval system, or transmitted, in any form, or by any means(electronic, mechanical, photocopying, recording, or otherwise), without the prior permission of the Bank. Request for permission should be directed to Deputy General Manager, Operations, Bank of Maharashtra. 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 terms and conditions as this original and subject to the same confidentiality undertaking. The Recipient will not disclose or

discuss the contents of the RFP document with any officer, employee, Service Provider, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

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

2.6 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

2.7 Recipient Obligation to Inform Itself: The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

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

If a Proponent finds discrepancies in, or omissions in the bid document, or is in doubt as to their meaning, the Proponent shall notify the Designated Official in the Bank latest by 15/10/2014. The Bank will assume no responsibility for oral instructions or changes.

2.9 Acceptance of Terms: A Recipient will, by responding to Bank RFP, be deemed to have accepted all terms and conditions as specified in this RFP document.

2.10 Only One Submission Permitted: Only one submission of response to RFP by each Service Provider will be permitted.

3. **Purpose of RFP:** The Bank wishes to appoint competent service provider to undertake transaction processing for inward and outward clearing operations in the entire Western Grid. The key objective of this initiative is to significantly improve the Bank's cheque processing services/ ensure faster credit to the customers while lowering the processing cost. Service provider will offer resources for, pick-up of clearing instruments, scanning, data entry, processing of clearing transactions and data reconciliation. Bank reserves the right to extend this model to across the country at same terms & conditions of this RFP.

4. **Eligibility Criteria:** The Service Provider is required to meet the following eligibility criteria and provide adequate documentary evidence, as specified below, for each of the criteria stipulated below:

	Criterion	Supporting Document
4.1	The bidder is registered as a company in India as per Company Act 1956 and should have been in operation for a period of at least	The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of

	three years as on date of RFP.	Association are to be submitted along with technical bid. In case of Public Limited Company Certificate of Commencement of Business also be submitted along with the technical bid.
4.2	The bidder has registered a turnover of at least Rs. 10 Crore per financial year (Financial year shall mean an accounting period of 12 months). Figures for an accounting period exceeding 12 months will not be acceptable) for the last 3 financial years, (not inclusive of the turnover of associate companies) as per the audited accounts.	Copy of Audited Balance Sheets along with profit and loss account for FY 11-12 & FY 12-13 & provisional/ audited for FY 13-14 be submitted)
4.3	The bidder has registered net profit (after tax) for at least one financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years as per audited accounts.	Copy of Audited Balance Sheets along with profit and loss account for FY 11-12 & FY 12-13 & provisional/ audited for FY 13-14 be submitted)
4.4	The Bidder should not have been blacklisted by any Government organization / Banks / Financial Institutions in India.	Self declaration to that effect should be submitted along with the technical bid.
4.5	The bidder should be currently doing CTS data entry & scanning services, as per NPCI guidelines, to at least one Scheduled Commercial Bank/ Multi-State Cooperative Bank or NBFC with pan India presence or a credit card company in India.	Reference letter, Purchase Order copies are required
4.6	The bidder should have the capability to provide services as defined in the scope in this RFP document in the entire Western Grid at present and proposed. (A self declaration to this effect be provided.)	Should have a minimum of 50 employees as on 31.03.2014
4.7	The bidder should submit a compliance certificate of the solution offered as given in point 5.21	Signed copy of the compliance certificate for the solution offered in the Annexure B

5. Instruction to bidders:

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

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

Bank's address

**The Deputy General Manager,
Operations,
Bank of Maharashtra,
1501, Lokmangal, Shivajinagar
Pune-411005**

Following two officers have been authorized to accept the RFP documents

1. Shri. Navin Kumar Srivastav, Senior Manager,
2. Smt. Nishita Singh, Senior Manager,

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

Type of Offer (Technical/Commercial)

RFP Reference Number

Due Date

Name of Bidder

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

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

ENVELOPE-I (Technical bid along with softcopy):

The Technical bid should be complete in all respects and contain all information asked for **except prices**. The TECHNICAL BID should include all items asked for in the point 5.14 and other items asked for elsewhere in the document. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. **A photo copy of original Commercial offer with prices duly MASKED be submitted along with the Technical Bid.** Bank reserves the right to reject any bid submitted without masked commercial.

ENVELOPE-II (Commercial Bid): The commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A photo copy of the commercial bid duly masking the prices is to 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.

5.2 Earnest Money Deposit: Bidders are required to submit along with the offer a Demand Draft / BG (DD valid for three months & Bank Guarantee for six months from the date of the RFP) drawn in favor of Bank of Maharashtra, for an amount of Rs.30.00 lakh (Rupees Thirty lakh 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

Scheduled Commercial Bank other than Bank of Maharashtra. The format of BG is enclosed.

5.3 Terms & Conditions: Terms and conditions for bidders who participate in the RFP 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 RFP process.

5.4 Non- Transferable Order: This RFP document is not transferable. Only the bidder, who has purchased this RFP form, is entitled to quote.

5.5 Offer Validity Period: The offer should hold good for a period of 180 days from the date of the opening of Commercial bid.

5.6 Address of Communication: Offers should be addressed to the following office at the address given below:

Bank's Address
Deputy General Manager, Operations Bank of Maharashtra, 1501, Lokmangal, Shivajinagar Pune-411005 Email: dgmopr@mahabank.co.in

5.7 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 Conference meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach in writing or by e-mail on or before 15/10/2014 by 13:00 hours on the address as mentioned below. All the queries of the vendor would be addressed in the scheduled pre-bid meeting only. The clarifications given in the Pre-Bid meeting will be uploaded on the bank's website.

**The Assistant General Manager,
Department of Strategic Initiatives,
Bank of Maharashtra,
"Janmangal" IV Floor, 1177, Budhwar Peth, Bajirao Road, Pune-411002
Email: agmdsi1@mahabank.co.in
navinkumar.srivastav@mahabank.co.in
nishita.singh@mahabank.co.in**

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

5.8 Opening of Offers by Bank of Maharashtra: RFPs 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 RFP on the specified date and time as mentioned earlier in the RFP 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.**

5.9 Scrutiny of Offers: Scrutiny of bids will be in three stages as under:

Eligibility Criteria: Bank of Maharashtra will undertake primary scrutiny of the eligibility of the bidders as per "eligibility criteria" mentioned under point no.4 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.

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. Only those bidders who qualify in technical evaluation will be short listed for commercial evaluation. The technical scoring criterion is given below. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents, presentation by the technically qualified bidders and site visit and other items as specified in the technical scoring criterion. Based on the technical evaluation criteria, each bidder will be given certain marks. Only those bidders scoring 60% (60 marks out of 100) or above in the technical evaluation will be short-listed for commercial evaluation.

Parameter	Objects to be considered	Maximum Marks	Scoring Criteria
Past Experience	Past Experience in data entry of CTS enabled inward and outward clearing transactions for Schedule Commercial Bank with pan India presence/Public Sector Bank/Multi State Cooperative Banks in India	30 marks	3 Banks – 30 10 marks each
Presence	Existing processing capability in Pune & Mumbai	10 marks each	Pune -10 Mumbai-10
Proposal and Solution	Technical proposal submitted by the bidders and Technical presentation done by the bidders	30 marks	Based on technical proposal submitted by bidder
Proposed team	Profile of full time project manager suggested from the Bidder	10 marks	Evaluation of CV
References	Quality of references provided by the bidder	10 marks	Site visits

Commercial evaluation: Bank reserves the right of selection of Vendor either by Opening of Commercial Bids (of those vendors who are found eligible after evaluation of Technical Bids) or proceed with On Line Reverse Auction among technically qualified bidders.

Bidders may quote the best competitive price in the commercial bid as Bank may or may not opt for online reverse auction.

Bank will open and scrutinize commercial offers of technically qualified bidders only. The Commercial bids will have to be submitted in the format as per Annexure-C. Commercial bids should not have any alteration or overwriting. The Bank may reject or load the financial implication of any alteration found in the commercial bid submitted by the respective bidder. The calculation done by the Bank will be final and binding on the bidders. If any cost item in the commercial bid is found to be blank and not filled with any amount, it shall be considered as zero and the same will have to be offered to the Bank

free of any charges. Bank will consider five years' TCO (Total Cost of Ownership) for the purpose of price comparisons given by the vendors on the figures in the Schedule 3 of Annexure C. Only the details of Schedule-3 will be read subject to verification after opening of commercial bids. In case Bank does not opt for online reverse auction, the lowest commercial bid will be eligible for selection.

Our Bank's Business Rules and Terms & Conditions of Reverse Auction are as per Annexure-N. Please note the contents and comply with the requirements of the same. Bidders are requested to ensure that they have a valid digital certificate well in advance to participate in Reverse Auction event. The cost of the digital certificate has to be borne by the bidder only. Bidders shall participate in the training or mock auction at their own cost.

5.10 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.

5.11 No Commitment to Accept Lowest or Any RFP: Bank of Maharashtra shall be under no obligation to accept the lowest or any other offer received in response to this RFP 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.

5.12 Contacting the Bank: No Bidder shall contact the bank on any matter relating to its bid, from the time of opening of bid to the time the contract is awarded. Any effort by a bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidder's bid.

5.13 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 RFP. Bank of Maharashtra will not allow/permit changes in the technical specifications once it is submitted. Failure to submit this information along with the offer could result in disqualification.

5.14 Format for Technical bid: The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into three parts – the first part should contain the documents supporting the eligibility of the bidder to participate in the RFP 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 -E.
4. Compliance of eligibility criteria along with support documents in the following format as per Annexure-F

S.No.	Criterion	Supporting Document	Submitted Yes/No	Write figures wherever required
4.1	The bidder is registered as a company in India as per Company Act 1956 and should have been in operation for a period of at least three years as on date of RFP.	The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association are to be submitted along with technical bid. In case of Public Limited Company Certificate of Commencement of Business be submitted along with the technical bid.		
4.2	The bidder has registered a turnover of at least 10 Crores per financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last 3 financial years, (not inclusive of the turnover of associate companies) as per the audited accounts.	Copy of Audited Balance Sheets along with profit and loss account for FY 11-12 & FY 12-13 & provisional/ audited for FY 13-14 be submitted)		
4.3	The bidder has registered net profit (after tax) for at least one financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years as per audited accounts.	Copy of Audited Balance Sheets along with profit and loss account for FY 11-12 & FY 12-13 & provisional/ audited for FY 13-14 be submitted)		
4.4	The Bidder should not have been blacklisted by any Government organization / Banks / Financial Institutions in India.	Self declaration to that effect should be submitted along with the technical bid.		
4.5	The bidder should be currently doing CTS data entry & scanning services, as per NPCI	Reference letter, Purchase Order copies are required		

	guidelines, to at least one Schedule Commercial Bank with pan India presence/Public Sector Bank/Multi State Cooperative Banks in India			
4.6	The bidder should have the capability to provide data entry for CTS enabled clearing as defined in the scope in this RFP document at all centers covered in the Western Grid at present and proposed.	A self declaration to this effect be provided.		
4.7	The bidder should submit a compliance certificate of the solution offered as given in point 5.21	Signed copy of the compliance certificate for the solution offered in the Annexure B		

Non submission of any of the above documents will make the bid ineligible.

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

5. Technical bid as per format given in Annexure B and all other information sought in this document

Compliance Table for Terms and Conditions in the following format should be submitted along with the technical bid. This table must cover bidder's response to all the terms and conditions specified in the RFP document

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
6.1	Period of contract		
6.2	Courier Arrangement		
6.3	Payment terms		
6.4	Non- payment of professional fees		
6.5	Assignment		
6.6	Subcontracting		
6.7	Implementation		
6.8	Commencement		
6.9	Right to audit		
6.10	Service Level Agreement		
6.11	Liquidate Damages		
6.12	Penalty		
6.13	Bank Guarantee		
6.14	Indemnity		
6.15	Compliance to labor act		

6.16	Non-disclosure agreement		
6.17	Publicity		
6.18	Force Majeure		
6.19	Resolution of dispute		
6.20	Confidentiality and Security		
6.21	Order Cancellation		
6.22	Adherence to terms and conditions		
6.23	Execution of Service Level Agreement / non-disclosure agreement		
6.24	Substitution of Project Team Members		
6.25	Professionalism		
6.26	Adherence to standards		
6.27	References		
6.28	Expenses		
6.29	Human Resource		

6. Technical Bid should not contain any price information.

7. Delivery & Implementation schedule.

8. Technical documentation (Product brochures, leaflets, manuals etc.) An index of technical documentation submitted with the offer must be enclosed.

9. Details of past experience as per Annexure G

10. Valid Bank Draft/ Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First copy of Technical Bid)

11. Bidder's financial details (Audited balance sheet, profit & loss statement, annual reports etc.) and other supporting documents as asked in the RFP document.

12. All documentary evidence wherever required to be submitted be properly arranged.

13. Copy of the Commercial Bid duly masking the price column.

All annexure and any other information as sought in this RFP document should also be annexed.

5.15 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. The bid may be disqualified if it is not submitted.

5.16 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 services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. Bank of Maharashtra may treat offers not adhering to these guidelines as unacceptable. Bank of Maharashtra may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and Bank of Maharashtra reserves the right for such waivers.

5.17 Location: This RFP is being floated by the Head office of Bank of Maharashtra. The service and the facility being procured through this RFP shall be implemented by the bidder across the entire western grid or Bank may utilize this type of service offered

through this RFP to any other location of Bank of Maharashtra across the country on the same terms & conditions as specified in the RFP document.

5.18 Costs: The offer must be made in Indian Rupees only.

5.19 Fixed Price: The Commercial bid shall be on a fixed price basis, Quoted prices shall be inclusive of all taxes except applicable service tax, if any.

5.20 Scope of Work:

High level scopes of services to be outsourced are as below -

- Collection of outward clearing cheques and pay in slips from all branches. Sorting, UV Scanning, scanning of all cheques (In the bank's provided CTS application), pay in slips according to CTS/NPCI guidelines, do requisite data entry at the Bank's site.
- Vendor shall provide requisite uploadable files for CBS as per format provided by the bank.
- End to end Management of P2F (paper to follow) cheques and final reconciliation
- Provision of OMR (Outward Mark Return) file as per bank's format for Return Marking
- Bank will provide the access to inward clearing files/images and the vendor will operate from his location to perform Data entry/enrichment in the overnight mode. Data entry includes for Payee Name, Instrument Date & keying in the account number from the image. Vendor team will work during night shifts and keep data file ready for the Bank staff latest by 6.00 a.m. next day
- Daily CH reconciliation for inward/ outward to be done by the vendor.
- Accounting reconciliation for inward/ outward to be done by the vendor.

Bank shares the common CHI server along with other banks in the consortium.

The overall scope defined in this RFP document is indicative and only mentions the broad areas from which the specific requirements would be derived from. The Bank expressly stipulates that the Service Provider (SP) selection under this RFP document is on the understanding that this RFP document contains only the principal provisions for the entire assignment. The SP shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required from time to time and requirements made known by the bank during the period of the contract.

Based on specific requests from the bank during the period of contract, the selected SP shall be required to independently arrive at the Methodology, based on globally acceptable standards and best practices, suitable for the Bank, after taking into consideration the effort estimate for completion of the same and the resource requirements at no additional cost.

The SP's involvement is expected to be spread across **an overall period of 60 months** from the date of contract.

At present entire inward/ outward clearing is being handled by Bank staff.

As part of this initiative, Bank proposes to outsource inward/ outward clearing for the entire western grid.

The objective of outsourcing is to ensure T+1 credit to the customers where T is the date of deposit, if the same is received prior to clearing cut off time.

Bank provides space for scanning on bank's owned scanners at different Cheque Truncation Points (CTP) - Bank's own premises. For inward clearing vendor will perform the data entry/ data enrichment activities from its location.

5.21 Broad Functional Requirement: All Bidders are mandatorily required to enter "Yes" or "No" in the column provided in the Table below to whether that particular specification is being complied with or not. In event they have entered "No" in any column, any remarks the Bidder would like to make in respect of deviation may be made on a separate sheet attached with the RFP papers.

The solution offered by the bidder should meet the following objective.

S.No.	Specification required by bank	Offered (Yes/No)
	A) Outward Clearing	
1	Pick- up of outward clearing instruments and pay-in-slips from branches/drop-boxes/ cheque deposit kiosks and delivery at Cheque Truncation Points	
2	Vendor should have the capability to incorporate any future changes as per the requirement of the Bank within the stipulated timeframe.	
3	Sorting, Scanning & requisite data entry of outward clearing instruments in the scanners with Ultraviolet scanning facility (as provided by the bank). Pay-in-slips also to be sorted & scanned (separate for CTS and non-CTS).	
4	Reject/Repair of fields not captured properly.	
5	Balancing and correction within the stipulated time of outward clearing session.	
6	Sorting of P2F cheques, generation of P2F report and delivery to Service Branch/ Clearing house.	
7	Consolidation of P2F cheques received from cheque truncation points, arrange them bank-wise and deliver the same to respective banks in P2F session	
11	Sorting of rejected(Technical reasons) cheques and delivery to respective branches with reports	
12	Creation of up-loadable files for CBS (as per file format provided) for instruments lodged	
13	Reconciliation of cheques not pushed to CH and taking appropriate action therefore (prior to generation of up-loadable file for CBS)	
14	Generation of Return Marking file (for upload to CBS) for Returned instruments	
15	Pick-up and drop of returned cheques, branch-wise (along with P2F returns) and delivery to respective branches	
16	Processing of extensions and pickup/delivery of late return cheques	
17	Branding of "Cleared" stamp on cleared instruments	
18	Provision of MIS as per bank's requirement.	
	B) Inward Clearing	
1	Attend the P2F session for receipt of Inward/Returned P2F cheques and reconcile receipt of physical P2F instruments with inward P2F/Inward Return P2F report	

4	Download of data and images from bank's CTS application.	
	Data enrichment of inward data for fields Instrument Date, Account number and Payee's Name based on images	
5	Generation of inward clearing files for upload to CBS – Separate files for P2F and Non-P2F data and then separate data files for DD, Pay-Order, MICR/Speed and sub-members (as per requirement of sub-members)	
8	Generation of P2F Outward Return report and arranging physical instruments as per the report for delivery in P2F session along with outward P2F cheques	
9	Generation of voucher reports for Inward/Outward Returns as per bank's requirement	
10	Provision of MIS as per bank's requirement.	

Scanned images of vouchers should be made available to the respective branches by the vendor.

Physical records will be handed over to the record archival service provider by the vendor and periodicity of handing over these physical records shall be decided at a later stage.

During the period of contract if any changes are made by the regulator in the clearing process, vendor will have to incorporate those changes without any extra cost to the bank.

5.22 Infrastructure: The activities of the outward clearing processing would be performed at bank identified locations. Bank's premises may be the Branch, Cheque Truncation Points (CTP), Zonal Offices or the Service Branch.

Inward clearing vendor will perform the data entry/ data enrichment activities in the night mode his own location and for that all necessary infrastructure will be arranged by the vendor. Bank will make available the required infrastructure like workspace in its premises, necessary furniture, network, telephone and electrical points (uninterrupted supply) for executing the work order properly.

The Service Provider is expected to deploy the supporting infrastructure required as part of processing.

- a) Workstations/Desktops/any hardware for data entry and scanning where ever required.
- b) Any other infrastructure necessary for implementation

Service Provider will deploy manpower for scanning, indexing and data entry of cheques at Bank's decided locations. Service Provider will run necessary number of shifts for the completion of the work as per the bank's agreement. The Service Provider appointed staff will be provided necessary access to Service Branch and Cheque Truncation Points (CTP).

Bank may appoint its Officers at each Cheque Truncation Points (CTP) for verification and authorization of the data entry done as well as to assist service provider team in day-to-day coordination.

Bank will only provide, hosting facility and public network.

5.23 Right to split the order: In exceptional circumstances, the Bank may, at its discretion, decide to split the order between two or three bidders. In such an eventuality, the bank shall clarify reasons for doing so. In case, such splitting is done the order will be split

among two or maximum three bidders. However, the bidders at L2 & L3 positions shall have to match the lowest rates quoted by L1 bidder. The orders shall be approximately split in the following manner:

- In case of split between 2 bidders: {60% to L1 bidder} {40% to L2 bidder at the lowest rates}
- In case of split into 3 bidders:
 - {50% to L1 bidder}
 - {30% to L2 bidder at the lowest rates}
 - {20% to L3 bidder at the lowest rates}

Bank may, however, for administrative convenience, allocate an entire branch/location/city/ zone to a single vendor, without prejudicing the allocation numbers or category of locations, to the extent possible, in the larger interest of efficient services to the bank. Splitting of order will be done on an entire branch/location/city/ zone so that no two bidders will be required to share the order in one branch/city/location/zone and **as such the order may not be exactly split in the proportion mentioned.**

During the contract period, if there are delays/ deficiencies in the deliverables like quality, service (s)/ adherence to Turn around Time etc. by the L1 vendor, Bank reserves the right to cancel any or all the Purchase Orders placed with the L1 vendor and place these orders along with future orders for inward/outward clearing services with L2 vendors irrespective of the ratio mentioned above and similarly, if there are delays/ deficiencies in the deliverables like quality/ service(s)/ adherence to the Turn Around Time etc. by the L2 vendors, Bank of Maharashtra reserves the right to cancel any or all the purchase orders placed with the L2 vendors and place these orders along with future orders for inward/outward clearing services to L3 vendor irrespective of the ratio mentioned above. If there are delays/ deficiencies in the deliverables like quality/ service(s)/ adherence to the Turn Around Time etc. by the L3 vendor, Bank of Maharashtra reserves the right to cancel any or all the purchase orders placed with the L3 vendor and place these orders along with future orders for inward/outward clearing services again to L1 vendor irrespective of the ratio mentioned above.

6. Terms and Conditions:

6.1 Period of Contract: The period of contract shall be for five years. There shall be no increase in the contracted price during the said period of 5 years. Service provider will continue to provide the services on the existing terms & conditions for five years and will be liable for any breach and discontinuity in the services. Agency will continue to Provide the services on the same terms and conditions till execution of new contract. Bank may annually review the performance of the service provider and if the performance is not found satisfactory, bank reserves the right to terminate the contract. Renewal of contract after 5 years may be on mutually agreed terms and conditions, at Bank's discretion, subject to review of the performance of the service provider.

6.2 Courier Arrangement:

- a) Service provider has to make necessary arrangements to pick-up & delivery of clearing instruments from branches to cheque truncation points/service branch/ main branch and delivery of return cheques to branches within the stipulated time defined by the bank, at their cost & responsibility.
- b) Pick- up & delivery of P2F cheques from clearing house to service branch/ cheque truncation points/ branches & vice-versa within the stipulated time defined by the bank, at their cost & responsibility.

- c) Service provider may have to operate more than one time for collecting the instruments based on Bank's requirements. This is branch-specific and depends on branch business operation and clearing cut-off timing.

6.3 Payment Terms: Their will not be any advance payment. Payment will be on the basis of monthly billing. Bank of Maharashtra will make payment on actual instruments processed as follows:

- a) Submission of Invoices, branch-wise total number of inward & outward instruments processed duly countersigned by the Bank Officials of the Service Branch.
- b) Charges for a particular month will be paid in the succeeding month. Amount will be released after deducting penalty, if any as per clause of this RFP.
- c) Payment will be released centrally.

Notwithstanding anything contained in this RFP/ the contract or in any other document(s);

- a) Bank of Maharashtra shall not be liable to the successful bidder and/or its employees/ personnel/ representatives/ agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the contract;
- b) Bank of Maharashtra shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the successful bidder or any other person engaged by the successful bidder in the course of performance of the services.
- c) Any payment made to and received by authorized successful bidder personnel shall be considered as a full discharge of bank of Maharashtra's obligations for payment under the contract.
- d) The successful bidder is to do necessary customization and to implement the necessary changes to meet Bank's and regulatory requirement during the currency of the contract without any additional cost.

6.4 Non-payment of professional fees: If any of the items/ activities in the commercial bid are not taken up by the Bank during the course of the assignment, the bank will not pay the professional fees quoted by the service provider in the price bid against such activity/item.

6.5 Assignment: Neither the contract nor any rights under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the service provider, and any such attempted sale, lease, assignment or otherwise/ transfer shall be void and of no effect without the advance written consent of the bank.

6.6 Subcontracting: The service provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service(s) or other performance required of the service provider under the contract **except courier services**, without written consent of the bank. The responsibility for any acts of commission or omission of the courier agency shall totally vest with the vendor.

6.7 Implementation: The Bidder shall be responsible for implementing the services as per the RFP reference No 202014 of this RFP and making them fully operational within one month of receiving the purchase order.

6.8 Commencement: Bidder accepts to commence delivery within 30 (Number) days calculated from the date of receipt of Notification of Award/Letter of Intent.

6.9 Right to Audit: The Bidder shall permit their Facility Centre where the Servers are hosted, if any, and its infrastructure to be audited for quality and information security by Bank's authorized representatives or the agencies duly authorized by the Bank/ RBI.

6.10 Service Level Agreement: The successful Bidder shall enter into a Service Level Agreement (SLA) containing terms and conditions laid down in this RFP & Purchase Order.

6.11 Liquidated Damages: If the vendor fails to deliver the services beyond stipulated period which is 30 days, the bidder will be liable to pay a sum of 1% (one percent) of the order value per site per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of 10% total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. In case the complete delivery of services is delayed beyond the scheduled delivery date, Bank of Maharashtra reserves the right to cancel the contract. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value.

6.12 Penalty: In case Service provider failed to maintain the time schedule for inward and / or outward clearing as stipulated by the Bank a penalty at the rate of Rs.5000/ per day shall be deductible from the monthly service charges payable for each such occasion of delay. The bidder is also not entitled for processing charges on the day of default.

The errors in the data entry are subject to penalty at the rate of 50 % of the total cost of processing of each such instrument.

During contract period, the penalty would be recovered from the vendor from the monthly charges. 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 recover the dues from the EMD or invoke the bank guarantee in lieu of EMD and recover the amount.

6.13 Bank Guarantee: Within 15 (fifteen) days (inclusive of holidays) of date of Commencement & Acceptance, the successful Bidder shall furnish a bank guarantee for a period of 63 months from the date of acceptance to the Bank. Bank Guarantee for an amount of 10% equivalent to 60 months service charges (notional value arrived at in Annexure C). The bank guarantees issued by any scheduled commercial bank other than Bank of Maharashtra is acceptable to the Bank.

6.14 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 all information that the Bank could consider as "Confidential Information" or such other statutory infringements in respect of all the hardware/software/network equipment etc., supplied/ used by the bidder to perform the contract. Bidder shall also indemnify the bank for any loss, damages etc., caused to the bank by any act of commission or omission of the bidder. The bidder shall indemnify bank, its officials, Director, Employees etc. against any claim of third party (Including attorney fees).

6.15 Compliance to labour act: The Service Provider shall confirm that the provisions of labor laws (Central and/or State as applicable) are complied with. A certificate to this effect be submitted as per Annexure I.

6.16 Non Disclosure Agreement: The bidder shall hold all information about this RFP 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 on a need to know basis and advise those persons of their obligations hereunder with respect to such information:

- a) to use the information only as needed for the purpose solely related to this project.
- b) 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 delivery of services as specified in the scope of the work of this document and violation if any 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 RFP process of the bank.

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

6.17 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.

6.18 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 even 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.

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.

6.19 Resolution of Dispute: 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, of the bank and the bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. The parties agree that in the event of a continuing dispute between the Parties in connection with this agreement that could not be resolved through the process detailed above, the parties shall refer such dispute to arbitration by a single arbitrator to be appointed as per the provisions of Arbitration and Conciliation Act, 1996. Only bank will have a right to appoint a sole arbitrator whose decision will be final and binding on all the parties. The arbitration proceedings shall be

conducted in English. The venue of the arbitration shall be at Pune. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the Parties. The expenses of Arbitration proceedings, excluding the respective counsel fees, will be equally shared and paid by the Parties. All disputes shall be subject to jurisdiction of courts in Pune.

6.20 Confidentiality and Security: The Bidder shall seek to ensure the preservation and protection of the security and confidentiality of customer information in the custody or possession of the Bidder in the following manner:

- a) Access to customer information by staff of the Bidder shall be limited to those areas where the information is required in order to perform the outsourced function.
- b) The Bidder must ensure to isolate and clearly identify the bank's customer information, documents, records and assets to protect the confidentiality of the information. In the instances, where the Bidder acts as an outsourcing agent for multiple banks, care should be taken to build strong safeguards so that there is no commingling of information/documents, records and assets.
- c) Bank shall review and monitor the security practices and control processes of the Bidder on a regular basis and require the service provider to disclose security breaches.

Confidentiality and security as stated above shall survive the termination/or expiration of contract.

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

- a) if the Bidder fails to execute any or all of the PROJECT within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or
- b) if the Bidder fails to perform any other obligations(s) under the Contract.
- c) if the selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- d) if the bidder goes into liquidation voluntarily or otherwise
- e) if the progress made by the selected bidder is found to be unsatisfactory
- f) if deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- g) If after the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this even the selected bidder is bound to make good the additional expenditure, which the bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled. The bank also reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills from the earnest money deposit given by the bidder or invoking the Bank Guarantee in lieu of EMD.
- h) The service provider shall continue to provide the services at same fees and same terms and conditions till alternate arrangements are made.

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

Only the Bank shall have the option of terminating the contract without assigning any reason during the contract period by giving a one months' notice at bank's discretion.

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

6.23 Execution of Service Level Agreement / non- disclosure agreement: The vendor should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement (NDA) with the Bank of Maharashtra.

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

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

6.26 Adherence to Standards: The vendor should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities

6.27 References: The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

6.28 Expenses: It may be noted that Bank will not pay travelling expenses/ boarding expenses/ lodging expenses/ conveyance expenses/ out of pocket expenses. The price quoted should be all inclusive prices inclusive of expenses but exclusive of taxes and surcharges which will be billed on actual.

6.29 Human Resource: The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

RFP offer Covering Letter

Annexure A

[Location, Date]

Date: _____ 2014

RFP Reference No.: _____

To:

Having examined the RFP documents including all formats and annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide and deliver related services as mentioned in scope of work in conformity with the said RFP documents in accordance with the Schedule of Prices indicated in the Commercial bid and made part of this RFP.

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 RFP offer is accepted, we undertake to commence delivery within 30 (Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our RFP offer is accepted, we will obtain the guarantee of a bank for a sum equal to 10% equivalent to 60 months service charges (notional value arrived as per the commercial offer in Annexure C) Price for the due performance of the Contract.

We agree to abide by this RFP offer till 180 days from the date of RFP 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 RFP 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 has a right to reject, accept any or all offers without assigning any reason.

Signature: _____

Place: _____

Date: _____

(In the Capacity of :) _____

Duly authorized to sign the RFP offer for and on behalf of _____

Functional Requirement

Annexure B

S.No.	Specification required by bank	Offered (yes/No)
	A) <u>Outward Clearing</u>	
1	Pick- up of outward clearing instruments and pay-in-slips from branches/drop-boxes/ cheque deposit kiosks and delivery at Cheque Truncation Points	
2	Vendor should have the capability to incorporate any future changes as per the requirement of the Bank within the stipulated timeframe.	
3	Sorting, Scanning & requisite data entry of outward clearing instruments in the scanners with Ultraviolet scanning facility (as provided by the bank). Pay-in-slips also to be sorted & scanned (separate for CTS and non-CTS).	
4	Reject/Repair of fields not captured properly.	
5	Balancing and correction within the stipulated time of outward clearing session.	
6	Sorting of P2F cheques, generation of P2F report and delivery to Service Branch/ Clearing house.	
7	Consolidation of P2F cheques received from cheque truncation points, arrange them bank-wise and deliver the same to respective banks in P2F session.	
11	Sorting of rejected(Technical reasons) cheques and delivery to respective branches with reports	
12	Creation of up-loadable files for CBS (as per file format provided) for instruments lodged.	
13	Reconciliation of cheques not pushed to CH and taking appropriate action therefore (prior to generation of up-loadable file for CBS)	
14	Generation of OMR file (upload to CBS) for return marking of returned cheques	
15	Pick-up of returned cheques, branch-wise (along with P2F returns) and delivery to respective branches	
16	Processing of extensions and pickup/delivery of late return cheques	
17	Branding of "Cleared" stamp on cleared instruments	
18	Provision of MIS as per bank's requirement.	
	B) <u>Inward Clearing</u>	
1	Attend the P2F session for receipt of Inward/Returned P2F cheques and reconcile receipt of physical P2F instruments with inward P2F/Inward Return P2F report	
4	Download of data and images from bank's CTS application.	
	Data enrichment of inward data for fields Instrument Date, Account number and Payee's Name.	
5	Generation of inward clearing files for upload to CBS – Separate files for P2F and Non-P2F data and then separate data files for DD, Pay-Order, MICR/Speed and sub-members (as per requirement of sub-members)	
8	Generation of P2F Outward Return report and arranging	

	physical instruments as per the report for delivery in P2F session along with outward P2F cheques	
9	Generation of voucher reports for Inward/Outward Returns as per bank's requirement	
10	Provision of MIS as per bank's requirement.	

Commercial Offer**Annexure C****Schedule 1**

S.No. (1)	Item (2)	Notional Volume month (3)	per	Per Unit Price in Rs. (4)	Total Years (5)	Total Price for five years (6)=(3)*12*(4)*(5)
1.	Inward clearing instrument processing	995588			5	

Schedule 2

S.No. (1)	Item (2)	Notional Volume month (3)	per	Per Unit Price in Rs. (4)	Total Years (5)	Total Price for five years (6)=(3)*12*(4)*(5)
1.	Outward clearing instrument processing	892752			5	

Courier charges should be loaded in the per unit price wherever necessary as per the scope of the work

Schedule 3

S.No.	Particulars	Amount in actual Rupees
1.	Total of schedule1	
2.	Total of schedule 2	
3.	Total Cost of Ownership	

Note: All the columns in all the above tables of annexure C must be completely filled and should not be left blank.

The above per unit price is an all- inclusive price, inclusive of all over heads and expenses but exclusive of only service tax and surcharges if any, which will be charged on actual.

Place**Date:****Seal & Signature of the bidder**

COMPLIANCE AGREEMENT

Annexure D

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

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the RFP document no. 202014 for providing transaction processing services for inward & outward clearing operations in the western grid.
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 price, service specification, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA RFP documents remain the property of BANK OF MAHARASHTRA and all service providers 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 service providers 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 service provider in the event the service provider violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK OF MAHARASHTRA technical/ functional specifications for various services asked for in the RFP202014 & have agreed to comply with Quality, Technology & Service expectations.
13. Solutions offered in technical bid will remain unchanged.
14. If successful, we are agreed to provide uninterrupted service for next 5 years subject to annual performance review by the Bank of Maharashtra.

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

Name:

Designation:

Place:

Stamp:

Date:

Organization:

Signature:

Details of the Bidder**Annexure E**

Particulars to be provided by the bidder in the technical proposal –

RFP No.202014

No	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of the Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association are to be submitted along with technical bid. In case of Public Limited Company Certificate of Commencement of Business be also submitted along with the technical bid	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the Bank	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of : Description of business and business background Service Profile & client profile Domestic & International presence	

No	Particulars	Details to be furnished by the bidder
9	Gross revenue of the bidder (not of the group) Year 2013-14 Year 2012-13 Year 2011-12	

Declaration :

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to RFP.
5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Place :

Date :

Seal & Signature of the bidder

Compliance of Eligibility Criteria**Annexure F**

S.No.	Criterion	Supporting Document	Submitted Yes/No	Write figures wherever required
1	The bidder is registered as a company in India as per Company Act 1956 and should have been in operation for a period of at least three years as on date of RFP.	The Certificate of Incorporation issued by the Registrar of Companies along with copies of Memorandum and Articles of Association are to be submitted along with technical bid. In case of Public Limited Company Certificate of Commencement of Business be also submitted along with the technical bid.		
2	The bidder has registered a turnover of at least 10 Crores per financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last 3 financial years, (not inclusive of the turnover of associate companies) as per the audited accounts.	Copy of Audited Balance Sheets alongwith profit and loss account for FY 11-12 & FY 12-13 & provisional/ audited for FY 13-14 be submitted)		
3	The bidder has registered net profit (after tax) for at least one financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) in the immediate preceding 3 financial years as per audited accounts.	Copy of Audited Balance Sheets alongwith profit and loss account for FY 11-12 & FY 12-13 & provisional/ audited for FY 13-14 be submitted)		
4	The Bidder should not have been blacklisted by any Government organization / Banks /	Self declaration to that effect should be submitted along with the technical		

	Financial Institutions in India.	bid.		
5	The bidder should be currently doing CTS data entry & scanning services, as per NPCI guidelines, to at least one Scheduled Commercial Bank/ Multi-State Cooperative Bank or NBFC with pan India presence or a credit card company in India.	Reference letter, Purchase Order copies are required		
6	The bidder should have the capability to provide services as defined in the scope in this RFP document in the entire Western Grid at present and proposed.	A self declaration to this effect be provided.		
7	The bidder should submit a compliance certificate of the solution offered as given in point 5.21	Signed copy of the compliance certificate for the solution offered in the annexure B		

Place :

Date :

Seal & Signature of the bidder

Service Providers Experience**Annexure G**

In the format below, provide information on each Assignment/job for which your firm was legally contracted as a corporate entity for carrying out job similar to the ones requested under this Assignment/job. Please provide documentary evidence form the client i.e copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal

1	Assignment / Job Name	
1.1	Description of Project	
1.2	Approx value of the contract	
1.3	Country	
1.4	Location within country	
1.5	Duration of Assignment/job	
1.6	Name of Employer	
1.7	Address	
1.8	Total No of staff-months of the Assignment/job	
1.9	Approx value of the Assignment/job provided by your firm under the contract	
1.10	Start date	
1.11	Completion date	
1.12	Name of associated Service Providers, if any	
1.13	No of professional staff-months provided by associated Service Providers	
1.14	Name of senior professional staff of your firm involved and functions performed	
1.15	Description of actual Assignment/job provided by your staff within the assignment/job	

Staff details**Annexure H**

1	Current Position in the firm	
2	Name of Firm	
3	Name of Staff	
4	Date of Birth	
5	Nationality	
6	Education	
7	Membership of Professional Associations	
8	Other Training	
9	Countries of Work Experience	
10	Languages	
11	Employment Record: (a) From – To (b) Employer (c) Position Held	
12	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	
13	Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. Place: _____ Date: _____	

Compliance to labor act

Annexure I

The Deputy General Manager,

Operations

Bank of Maharashtra,

Lokmangal

1501, Shivaji Nagar,

Pune – 411005

Sir,

Sub: Confirmation of labour laws (Central and/or state government as applicable):

Ref: Your Purchase Order No _____ dated _____

We refer to your purchase order no. Dated / Service Level Agreement awarding contract for _____.

In this regard we confirm that all the provisions of labor laws (Central/ State Government as applicable) are complied with.

We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

We also undertake to comply with the provisions of labor laws as amended/ enacted in future.

Authorised Signatory.

(Name and Designation).

Place: Date:

Disclosure on conflicting activities

Annexure J

**The Deputy General Manager,
Operations
Bank of Maharashtra,
Lokmangal
1501, Shivaji Nagar,
Pune – 411005**

Dear Sirs:

We hereby declare that our firm, our associate / group firm are not indulged in any such activities which can be termed as the conflicting activities as mentioned in the concerned RFP document. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by Bank of Maharashtra which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Proforma for the Performance Bank Guarantee

Annexure K

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 RFPs to undertake domestic transaction processing for inward and outward clearing operation at various locations vide RFP No 202014 dated _____.
2. One of the terms of the RFP is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 90 days from the due date of the RFP) for Rs 30 lakhs (Rs. Thirty 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 undertake domestic transaction processing for inward and outward clearing operation 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 RFP 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. 30 lakhs (Rupees Thirty 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:

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

IN WITNESS WHEREOF the Bank has put is 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

Non Disclosure Agreement

Annexure L

(On stamp paper of relevant value)

This Non Disclosure Agreement is made and entered into at this day of 2014

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 Service Provider) of (please specify the registered office of the (Service Provider) (hereinafter called "the Service Provider/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 Service Provider and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids for the engagement of Service Provider to undertake domestic transaction processing for inward and outward clearing operations M/s after going through the Bid Documents and being interested to act as Service Provider and provide the services for domestic transaction processing for inward and outward clearing operations, has submitted its Bid.

WHEREAS, the Service Provider is aware and confirms that the information, data, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the Service Provider 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:

- the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract;
- is the public domain
- is received from a third party not subject to the obligation of confidentiality with respect to such information;
- is received from a third party not subject to the obligation of confidentiality with respect to such information
- 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 Service Provider's personnel to be present on premises of Bank or may require the Service Provider'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 Service Provider's personnel under such circumstances and to provide notice to the Service Provider's of the confidentiality of all such information. Therefore, the Service Provider agrees and undertakes that any technical or business or other information of Bank that the Service Provider's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

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

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

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

Indemnity: The Service Provider/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 Service Provider/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 Service Provider/Contractor, in the course of discharge of its obligations under this Agreement.

The provisions hereunder shall survive termination of the Contract.

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

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

Notional Volume per month in the western grid**Annexure M**

S.No.	MICR Centre	Notional Volume	
		Outward	Inward
1	Rajkot	1692	3016
2	Jamnagar	576	803
3	Bhavnagar	648	757
4	Ahmedabad	27148	38056
5	Anand	1614	864
6	Baroda	6611	8267
7	Surat	22621	31886
8	Mumbai	375896	468122
9	Pune	317474	282085
10	Indore	10420	14934
11	Bhopal	4514	4622
12	Gwalior	2128	2259
13	Jabalpur	4368	6522
14	Raipur	3345	4340
15	Panjim	10178	9522
16	Kolhapur	18265	19042
17	Nashik	27073	29356
18	Aurangabad	11664	14293
19	Nagpur	37664	47326
20	Solapur	8854	9516
	Total	892752	995588

Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction

Introduction:

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

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

a. **APPLICABILITY:**

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in **Annexure-D**.
- 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 **Annexure-D**.
 2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
 3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction.

d. **TRAINING:**

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

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

iv. Each bidder / bidder shall participate in the training at his / their own cost.

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

i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.

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

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

i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.

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/ empanelled 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 C OF RFP** before the start of the bidding time of this document. Once the bidding time starts the system will show the TCO of **ANNEXURE C 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.50,000/-.
- ii. The bid decrement value shall be in multiples of Rs. 50,000/-.
- iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decremental value will be appropriated across the line items of **ANNEXURE C 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 quote as per **ANNEXURE C OF RFP** duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the service provider by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the service provider. This should be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the Service provider to upload the faxed

prices online. In case the required time is not available with the Service provider at the time of receipt of fax message, the Service provider will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

n. **EXPENDITURE ON REVERSE AUCTION:**

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

o. **CHANGES IN BUSINESS RULES:**

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

p. **OTHER INSTRUCTIONS:**

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

q. **ERRORS AND OMISSIONS:**

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

2. Terms and conditions of Reverse Auction:

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid.

Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.

- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in **ANNEXURE C 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 RFP202014, 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 202014 are only eligible to participate in Reverse Auction Process.
- m. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.