

BANK OF MAHARASHTRA



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

Tender Reference Number: 272018

Address-

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Head Office, 1501 Lokmangal,
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1. INTRODUCTION

1.1. Invitation for Tender

This is to inform that Bank of Maharashtra intends to implement MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project. Hence it invites offers from Reputed Solution Providers for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF PROJECT (Automated Data Flow) Project and RBI ADEPT (Automatic Data Extraction Project) & RBI CIMS (Centralized Information Management System) as per requirements mentioned in the RFP. RBI CIMS (Centralized Information Management System) is a new project started by RBI from January 2019.

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

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.17,700/- (Rs. Seventeen Thousand Seven Hundred only) including GST through Demand Draft only. The Demand Draft is to be drawn in favor of "Bank of Maharashtra" payable at Pune.

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

**The Deputy General Manager,
Information Technology Department,
Bank of Maharashtra, Head Office,
"Lokmangal" 3rd Floor, 1501, Shivajinagar, Pune 411 005.**

The RFP document may also be downloaded from Bank's website <https://www.bankofmaharashtra.in>. The 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. **In case the bidder wants to attend the Pre-Bid Meeting, the cost of RFP document has to be paid at the time of Pre-Bid Meeting.**

Tender Reference - 272018	
Price of Tender copy	Rs 17,700.00 (Seventeen Thousand Seven Hundred Only) including GST
Date of commencement of issue of tender document	13 th March 2019
Date of closure of tender document	3 rd April 2019 02:00 PM
Bid Security Deposit (EMD)	Rs. 5,00,000.00 (Rupees Five Lakhs only)
Queries to be mailed by	19 th March 2019
Pre Bid Meeting	22 nd March 2019
Last Date and Time for receipt of tender offers	3 rd April 2019 02:00 PM
Date of opening of technical bids	3 rd April 2019 03:30 PM

Tender Reference - 272018

Address of Communication	Deputy General Manager Information Technology Department Bank of Maharashtra Head Office, 1501 Lokmangal, Shivajinagar, Pune - 411 005 Phone No- 020 25614413
Contact Telephone Numbers	020 25614413
E-mail Id	homis_team@mahabank.co.in
Website	www.bankofmaharashtra.in

* Bidders have to purchase tender document to participate in pre-bid meeting. Only the authorized representatives of the bidders (maximum 2 persons) who have purchased the RFP Document will be allowed to attend the Pre-Bid meeting.

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

Exemption from Tender Fee & EMD:

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

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

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

Place: Pune
Date:

1.2. Introduction

Bank of Maharashtra is a Public Sector Bank with a standing of more than 83 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. The Bank has more than 1850 branches all over India. In the state of Maharashtra itself, it has more than 1100 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporates, agriculturists and importers & exporters.

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

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

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

1.3. Disclaimer

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

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

Subject to 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.

1.4. For Respondent Only

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

1.5. Costs Borne by Respondents

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

1.6. No Legal Relationship

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

1.7. Recipient Obligation to Inform Itself

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

1.8. Evaluation of Offers

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

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

1.9. Errors and Omissions

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

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

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

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

1.10. Acceptance of Terms

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

2. RFP RESPONSE TERMS

2.1. RFP Closing Date

Any RFP Response will not be received after 3rd April 2019 02:00 PM.

2.2. RFP Submission

One paper copy and one (1) electronic copy (Power Point or Microsoft Word and Excel on CD) of all submissions must be supplied to Bank RFP Evaluation Team and addressed to “Bank – RFP Evaluation Team – System Integrator for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF Project, RBI ADEPT & RBI CIMS Project for Bank of Maharashtra” at:

<u>Bank's address</u>
The Deputy General Manager, Information Technology, Head Office, Bank of Maharashtra, 1501, Lokmangal, Shivajinagar Pune-411005

Following four officers are authorized to accept the RFP documents

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

Submission will be valid if:

- Copies of the RFP are submitted in physical form before the aforementioned closing time.
- All the submissions – Eligibility & Technical Proposal and EMD must be provided in one single sealed envelope or sachet. Commercial Proposal must be provided in another envelope. Demand draft/ Bank Guarantee for Earnest Money Deposit (EMD) must be submitted in a third envelope.

Only One Submission Permitted

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

2.3. Late RFP Policy

RFP received after the specified time and date will not be considered.

2.4. Cost of RFP Document

Bidder has to submit demand draft for Rs. 17,700/- (Rupees Seventeen Thousand seven Hundred Only) including GST, issued by any scheduled commercial bank in India, in favour of the 'Bank of Maharashtra', payable at Pune towards cost of this RFP document. The same has to be submitted along with the bid. This is **non-refundable. However, if the bidder/s wish to attend the Pre-Bid Meeting, the cost of the RFP document is to be paid at the time of Pre-Bid Meeting itself.**

2.5. RFP Validity Period

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

2.6. Requests for Information

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

**Deputy General Manager,
Information Technology,
Head Office,
Bank of Maharashtra,
"Lokmangal", 1501, Shivajinagar,
Pune, Maharashtra, India**

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

Bank will not answer any communication initiated by Respondents later than five business days prior to the last date for submission of RFPs. However, Bank may in its absolute discretion seek, but is under no obligation to seek, additional information or material from any Respondents after the RFP

closes and all such information and material provided must be taken to form part of that Respondent's response.

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

If Bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

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

2.7. Notification

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

2.8. Disqualification

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

2.9. Language of Bids

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

2.10. Format of Bids

A two stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid
- Commercial bid

Bidders will have to submit separate sealed envelopes containing Commercial bid and Technical bid, to the Bank.

a) Technical Bid

Technical Bid will contain all the supporting documents regarding Eligibility Criteria, Scope of Work, Technical Aspects, Compliance Statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all.** Technical bid documents with any commercial information will be rejected.

In the first stage, only Technical Bids will be opened. Evaluation of technical bid will be done for only those bidders who satisfy all the eligibility criteria. Bidders confirming compliance to all the terms & conditions of RFP document (technical bid) shall be short-listed for second stage (Commercial bid).

A photo copy of original Commercial offer with prices duly MASKED be submitted along with the Technical Bid. Bank reserves the right to reject any bid submitted without masked commercial.

b) Commercial Bid

In the second stage, the Commercial Bid of only those bidders, whose technical bids are short listed, will be opened. Bidders will have to quote commercials according to the commercial offer format Annexure X.

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

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

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

All Formats and Annexures should be stamped and signed by an authorized official of the bidder's company. The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.

ENVELOPE-I (Technical bid):

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

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

The technical bid envelope should also include a synopsis of their responses to the RFP, not exceeding 15 pages. The bidder must furnish a brief write up relating to their capability, past experiences as implementer of MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project.

ENVELOPE-II (Commercial bid):

The Commercial Bid should not contradict the Technical bid in any manner. A photocopy of the Commercial Bid duly masking the prices may 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.

2.11. Earnest Money Deposit

Bidder has to submit the Bid Earnest Money (EMD) of Rs. 5.00 Lakhs (Rupees Five Lakhs only), which may be submitted in the form of Bank Guarantee (BG) favoring BANK OF MAHARASHTRA and filling all the details as per specified Performa at Annexure-XII. The BG should have a validity of 6 Months from the date of submission of bid. Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the bank. The BG should be submitted at the time of bid submission. In case of unsuccessful bidder, EMD will be returned on completion of tender process and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

2.12. Power of Attorney/Authorization Letter or Resolution Copy

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

2.13. Cost of Bidding

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

2.14. Authentication of Erasures/Overwriting, etc.

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

2.15. Amendment of Bidding Documents

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

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

2.16. Bid Currency

Prices shall be expressed in the Indian Rupees only.

2.17. Non-transferable Tender

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

2.18. Modification and/or Withdrawal of Bids

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

2.19. Contacting the Bank

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

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

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

2.21. Bid Opening and Evaluation

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

2.22. Preliminary Examination

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

Arithmetical errors will be rectified on the following basis.

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

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

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

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

2.23. Timeframe

The timeframe for the overall selection process will be as mentioned in this RFP in section 1: 'Invitation to the Tender'.

The bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected respondents during the process.

The time schedule will be strictly followed. Interested parties should to adhere to these timelines. However, the bank reserves the right to change the aforementioned timelines.

3. PROJECT DETAILS

3.1. Introduction

Bank of Maharashtra is a nationalized Bank serving the nation for over 83 years. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office, The Head Office of the Bank is at 'Lokmangal', 1501, Shivajinagar, Pune, Maharashtra. The Bank intends to issue this bid document, hereinafter called RFP, to eligible System Integrators, hereafter called as 'SIs' or 'SI', to participate in the competitive bidding for appointment of SI for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF (Automated Data Flow) Project and RBI ADEPT (Automatic Data Extraction Project) & RBI CIMS (Centralized Information Management System) Project. The Bank, for this purpose, invites proposal from System Integrators (SIs) for primarily undertaking inter- alia the activities as mentioned in the RFP document, for the Bank in respect of implementing and maintaining the end-to-end MIS, RBI ADF PROJECT (Automated Data Flow) Project and RBI ADEPT (Automatic Data Extraction Project) & RBI CIMS (Centralized Information Management System) Project. The architecture for the project is shown in subsequent pages.

The proposed solution should be scalable so as to support legacy applications, if any, used by Bank or the Bank may go in for up-gradation, at a later date. At present, Bank is having around 150 plus applicable Reports for RBI and other Regulatory/Statutory Authorities as a part of ADF project. Also, there are more than 740 reports for Branches/ Zonal Offices/ Head Office regarding Advances, Deposits, Credit monitoring, Recovery, Alternate Business Channels, etc. available in Bank's internal portal. The data is extracted from CBS into MIS Database which in turn serve as a base for all

requirements of all Branches/ Zonal Offices/Head Office and all Regulatory bodies. Moreover, any other requirements from user/regulatory bodies are addressed as Adhoc requirements and is generated from MIS Database/ CBS Database/ Other Source. **The bidder is expected to implement/ maintain all the reports mentioned above under Bank's MIS Web Portal.**

RBI ADEPT Project is already implemented in the Bank. It is expected that the bidder will have to maintain/ implement RBI ADEPT Project and RBI CIMS Project. Also, the bidder is expected to implement any upcoming projects of Bank/Regulatory/Statutory Authorities.

3.2. Detailed Scope of Work

3.2.1. ETL (Extract, Transform and Load)

The ETL tools proposed should pull the data from the various source systems, clean, align, standardize, transform and load based on the Business rules and requirements as specified by the Bank and mapped to the data model customized for the Bank. It must support mixed workloads, multiple loads and should complete the entire ETL exercise and Reports Generation within the time window and at frequency prescribed by Bank. The expected data source to name a few will be CBS System, EXIM, E-Treasury, EFT Switch, Internet Banking, Mobile Banking, UPI/BHIM, Reconciliation system, Internal and External rating system, Currency Chest Software, LLMS, EWS, DMS, ALM, SPGRS, Audit MOC returns, GL System, FMC, CTS, SWIFT, NEFT/RTGS, ECS, Mandate Management System. The bidder should undertake daily extraction, transformation and subsequent loading in the MIS Database during the contract period. The reports generation must support view/ download in multiple formats like PDF, Excel, Word, Text, HTML, XML, XBRL, JSON, etc.

3.2.2. Data Quality

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

3.2.3. Data Cleaning

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

Before loading data to the MIS Database, the data is to be cleaned and enriched for qualitative MIS. The primary focus of Bank is on data cleansing and data enriching.

Hence the bidder has to provide a tool for cleansing and enriching not limited to a few fields or patterns. The extracted data fields will be minutely checked for partial data, missing data, logical errors, pattern matching for same customer/ Household/ corporate/group, etc. as well as additional data fields required for the reports to be sent to statutory / regulatory authorities. The loan accounts after extraction should be accurately categorized under respective sectors by following the RBI Guidelines. The data errors and additional data fields required will be published and will be made available for End users (Branches/ Offices) wherein they would be provided with the facility for data correction and filling additional requirement with inbuilt data validation checks. Data is to be enriched

by various processes like De-Duplication to identify unique customers having multiple accounts on various search parameters like Phone/Mobile number, Aadhar No, PAN Number, Name, Address, CIN No, etc. The De-Duplication utility should be made available through a Web based portal. Subsequently, data will be stored in MIS database, based on which various RBI/ Other Statutory Authorities, etc. reporting requirements will be fulfilled with a complete audit trail for all data modifications. The solution should have a report designing tool with a GUI to enable the end user with the flexibility to add/drop data fields/ elements to generate various analytical reports with scheduling facility that are required to be automatically delivered to various authorities.

3.2.4. MIS Database

MIS Database is required to store granular, integrated, cleansed, aggregated & transformed enterprise data for reporting and analysis. The Database should be able to create a centralized repository and capable of handling large volume of highly integrated data and must be scalable. The MIS Database should be Central Repository of single source of data and be a single version of truth by integrating and cross-relating relevant information from various existing source systems and future systems for the purpose of query, analysis and reporting of information duly using tools of analysis, transformation and presentation. The proposed MIS Database should also cater to any additional applications/requirements that the Bank may acquire/implement during the course of the project. The MIS Database should support Adhoc Queries, Stored procedures and Reports among various other features for viewing and downloading data in addition to standard reports. The bidder is expected to maintain zero data loss under any circumstances. The system should have facility of storing and processing of frozen data such as Month-end/Quarter-end/Half Yearly data. The solution should enable Bank users to schedule various reports without any programming efforts. All the reports available currently in Bank's internal portal and in MIS Portal should be made available in the proposed solution.

3.2.5. Sizing of Hardware

Sizing of the MIS Database with reference to hardware will have to be taken by the bidder to ensure high availability, scalability, redundancy and performance of the solution, and to meet technical and functional requirements of MIS Database as per the terms of the RFP within the timeframe prescribed by the Bank. Bank will provide Hardware in form of Virtual Machine (VM), Operating System and Database License. Sizing, Estimation, Software, Hardware and Operating System specifications are to be provided by the bidder so to let the Bank arrange the same to host the successful bidder's solution. While sharing the sizing of Hardware, the bidder should consider that the CPU Utilization or Database size should not exceed 70% of total space quoted at any point during the contract period. The same will be verified using daily system logs and a Quarterly Resource Performance Review will be conducted by the vendor and report for the same will need to be shared within 2 weeks after conducting the review. The Resource Performance Report will recommend any precautions or any resource augmentation, if needed along with hardware sizing to be implemented by bank to optimize the performance. The cost of additional resource will be borne by Bank. The successful bidder shall confirm/certify that the hardware, software & Database licenses, etc. as specified by the bidder is adequate to fulfil bank's requirements for the whole period of TCO and is as per industry best practices. For sizing, the following information shall be taken into consideration but should not be limited to

1. Number of Branches and Offices- 1910
2. Number of CASA & TDA Accounts- 3.70 Cr

3. Number of Advances accounts- 23 Lakhs
4. Number of Customers- 4.34 Cr
5. Average Daily Transactions - 62 Lakhs
6. Average Daily Financial Transactions - 29 Lakhs
7. Current MIS Database is having month wise data of CASA, TDA and Advances since January 2014 along with latest customer details. The same needs to be incorporated for future use.
8. 2000 Concurrent users logged in, concurrent generation of reports, etc.
9. 10% Year on Year growth of customer base, advances, CASA, etc.
10. Future projects, reports, etc.
11. Periodic backup of data.
12. Development, Testing and Production Environment.
13. ETL Volume and frequency of ETL from different data source.
14. Month-end / Quarter-end MIS database maintenance
15. Separate database for incorporating MOC instructed by auditors during statutory audit to generate audit returns
16. Space in MIS Database should be available for Bank users for various adhoc jobs.
17. DC & DR Setup including replication.

3.2.6. Software Lifecycle

Design, development, testing and Implementation of MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project should include all Software Development Life Cycle activities (SDLC) for data integration, MIS, data quality, cross functional analytical requirements of the Bank and as per ISO Standards.

3.2.7. Facility Management

The bidder have to provide onsite services during the whole contract period for system administration, data base management, application development/customization and onsite support by providing adequate resources that are qualified and experienced.

The Bidder must provide a web based portal to raise issues/ tickets, incidents, logs of DML operations, Change Request input and its tracking, etc. with facility to generate reports for review and monitoring. The onsite team will be point of contact to Bank for all service requests, incidents and problems.

3.2.8. Environment, Licenses & Infrastructure

Provide and maintain a development, test & production environment separately to conduct end-to-end User Acceptance Tests during project implementation and thereafter during the contract period. The Development server sizing should be appropriately done to ensure smooth development activities to meet the scope and timelines. The testing should be appropriately sized to ensure all types of testing including load testing. However, all the servers except the production server can be leveraged for load testing. The test and development servers should be physically separated from production server. No data from the production should be taken for the testing, the data used for the testing should be masked data. The solution provided by the bidder should support Bank's DC-DR setup and the DR should be exact replica of DC. The Licenses for OS and Database Software as specified by the bidder will be provided by Bank on the condition that the provided solution is OS and Database independent.

a) OS Independent- The solution should run on any Operating System like Windows, Linux, Unix, etc.

b) Database Independent- The solution should run on any Database Application like MS SQL, Oracle, PLSQL, etc.

3.2.9. Training

Comprehensive training covering all aspects of MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project including Functional and Technical aspects to be provided to all the identified Bank's staff. The tentative number of persons to be trained will be a maximum of 20 and they will be split into batches of 4 staff to be trained for the whole period of TCO. This will include technical training, super user training and training materials (both soft copy and hard copy). The same should also be incorporated in the training manual/document. The SI/ vendor should provide details regarding Application Software, Database Design, Table Structure, and Application Programming Interface & Protocol etc. so as to give the Bank sufficient insight on working of the application or software and for preparing adhoc reports. The training for the first batch should be completed before go-live date and for the remaining batches Bank will decide the schedule after confirming with the bidder. The bidder should provide the same without any extra cost.

3.2.10. Manuals/documentation

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

3.2.11. Web Portal

The proposed solution must allow the users from Branches/Zonal Offices/Head Office to build and generate ad hoc reports/data based on the aggregated and granular data maintained in MIS Database. All the existing reports in our in-House portal regarding branch position (Branch Profile), BOM-MIS Portal, Various Utilities Portal, etc. along with history data required by various Departments will have to be developed and included in the new MIS Web Portal. Also various daily Reports along with automated Account Statements for internal usage or to customers sending over Email under various frequency such as Daily/Weekly/Monthly or Adhoc. BGL Statement, etc. will have to be included in MIS Web Portal. Identified ADF & MIS reports needs to be generated at server level as of CBS EOD data and ready to be downloadable at user level login without generating them in run time. This Portal should be GUI driven that allows the users to drag and drop attributes to build reports, scorecards, generate data, etc. and should enable users to view/ download the same in various formats such as excel, XBRL, pdf, csv, xml, etc. The Web Portal should be device and browser compatible and should be accessible through Desktops/Web and on all types Mobile devices (IPad & IPHones, Android Phones). History of report generation should also be made available in the portal. The web portal should have proper user management module to enable various level of users and allocating access rights to users. Also, the User management module should be capable of integrating with bank's Active directory.

After the completion of daily ETL process of the bidder, some of the identified reports should be generated automatically through mail, Web Portal, SMS, etc. Also, these reports should be made

available for ready downloading any time, so that the generation of the same is not required. The details of all reports to be developed will be shared by bank to the successful bidder.

3.2.12. Automation of Audit Process

The solution is expected to have the features to cover Audit Process including Pre- MOC for all locations, Post- Zone MOC, Post-Head Office MOC and generate Quarterly/Half-Yearly/Yearly reports.

3.2.13. MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project

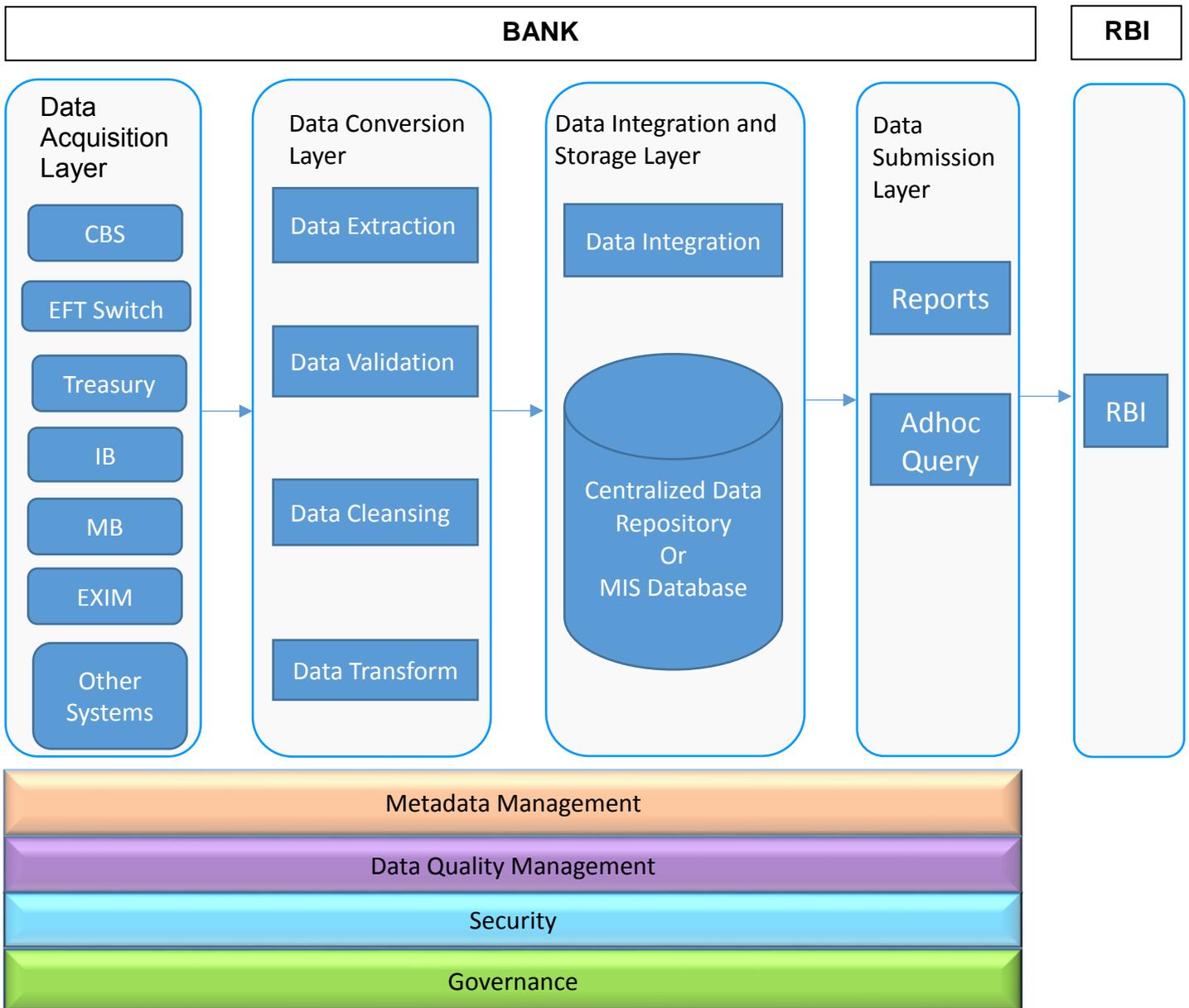
The bidder is expected to implement/maintain existing MIS, RBI ADF Project, RBI ADEPT Project & RBI CIMS Project with proper business process re-engineering and re-coding using the new proposed technology and architecture. The Solution should be able to generate all the existing and any future reports/ requirements made by Regulatory/ Statutory authorities, in the frequency & format prescribed by the authorities without any extra cost during the period of TCO. Also, the bidder is expected to implement any upcoming projects of any Regulatory Authorities (Example- Integration of CIMS project of RBI with Bank's ADF). MIS, RBI ADF PROJECT solution should enable users to communicate within themselves in the form of comments, e-mails, etc. and schedule various reports without any programming efforts.

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

1. The solution should have option for enabling Bank users to schedule the jobs without any programming efforts at any time.
2. The solution should have secure interface with external systems including RBI systems and other vendor systems.
3. End-to-end Automation of secured data transmission to Regulatory/ Statutory authorities along with secure file transfer/ File upload facility for automatic reporting.
4. The solution should be capable to generate data/ report in the format as required by Regulatory/ Statutory authorities including Statistical Data and Metadata Exchange (SDMX) format, XBRL, JSON, ASCII, Text, PDF, Excel, etc.
5. The solution should be capable to derive data from multiple data sources having satisfied the data integrity and data quality parameters including history data.
6. The solution should have facility to facilitate digital signature to enable bank to submit/ transmit data to regulatory authorities.
7. The solution should be dynamic and implemented to incorporate any future changes, modification, improvements, etc.
8. The solution should facilitate data masking of confidential data identified by bank.
9. The solution should be web based portal incorporating all features with very user friendly Graphical User Interface.
10. The solution should be capable to Geo-Location Tag for capturing bank and branch locational details.
11. The RBI CIMS solution should support Elements based approach/ framework of RBI CIMS Project.

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

Project Architecture



The below mentioned layers falls under Bank's purview

1. **Data Acquisition Layer-** This layer intends to collect data from different data sources viz. CBS, EFT Switch, Treasury, Internet Banking, Mobile Banking, EXIM and other systems.
2. **Data Conversion Layer-** The data collected from different data sources is then treated with various processes extraction, validation, cleansing, transformation, etc. to derive correct and consistent data.
3. **Data Integration & Storage Layer-** The cleaned data is then integrated and stored in Centralized Data Repository/ MIS Database.
4. **Data Submission Layer-** The data stored in MIS Database is then used to generate various reports for Bank and other Regulatory Authorities. RBI ADF, RBI ADEPT and RBI CIMS projects will rely on MIS Database for generation of various reports which in turn will be shared with RBI and other authorities through system to system interface or other means.

All these four layers will be governed by bank's policies for Data Quality and Security.

The MIS solution is expected to have the following features but should not be limited to

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

3.3. General Aspects in Scope

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

a. The Solution should ensure high uptime of 99.95% with requisites redundancies in the solution to avoid single point of failure. This will be reviewed every quarter. The solution should support accepted industry based security and directory schemes viz. SSL, PKI, Digital Certificates, Digital Signatures, USB Token/ Smart Card, etc. Also the solution should maintain logs and audit trails of the solution. Being a financial institution, Bank expects that the solutions proposed should facilitate necessary security check and validation processes for ensuring full-proof access to the systems. These security measures should be an integral part of the product.

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

c. The bidder should provide the solution for generating all the existing In-House/MISADF/other regulatory and Ad-hoc reports. In case of addition/changes to the above mentioned reports, the bidder shall provide the same without any extra cost to bank during the TCO.

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

e. Any security related issues (including various audit conducted by the Bank/Third Party) reported/observed in the system is to be rectified in top priority (within 2 working days) as a part of the vendor performance commitment during entire contract period.

f. The solution should have Access Control List features and should be able to record unsuccessful login attempts and client's IP and Network Interface Address.

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

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

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

j. The scope of the services is to be provided for the project duration initial for 5 years with an option to the Bank to exit after 90 days' notice (Services will be deemed to have been implemented from the Go-Live date i.e. from the date when bank decides to live the software for the end users).

- k. Time, being an essential feature of the contract, the selected vendor is expected to successfully implement acceptable prototype and generate 30% of all reports as prescribed by Bank within 2 months from the date of Letter of Intent.
- l. Project Completion Document should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/upgradation.
- m. The bidder should develop new Reports or modify/ combine existing reports as per instructions/ requirements from RBI/ Bank, etc. during the whole contract period of 5 years without any extra cost other than as a part of TCO.
- n. The Solution should comply with all the prevailing policies of bank. The respective policies will be shared with the successful bidder.
- o. The bidder is expected to migrate by redesigning and recording the existing MIS Database consisting of Monthly data of CASA, TD accounts and Advances Accounts since 2014 to till date and perform queries or generate reports, if required on the same. The approximate sizing of current MIS Database is more than 9 TB and the same needs to be considered while providing the estimated sizing of hardware.
- p. The bidder is expected to maintain coding standards as per best industry standards and bank reserves the right to audit the source code for industry standards.
- q. The bidder is expected to develop a disaster recovery plan for restoration of the system in the event of any disaster or major incident. The Disaster recovery plan will be first tested prior to go-live to verify DR readiness and then on every subsequent DR Drill conducted by Bank.

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

3.3.1. Implementation scope

- Data integration from multiple operational source systems.
- Database Modelling.
- Implement security policy for data to be displayed on reports.
- Build Development, pre-production (UAT) and production environments.
- Exact replica of the solution to be deployed for Disaster Recovery (DR) site.
- The vendor would provide the sizing of the Hardware, OS, Database, any other components required for implementation of the project.

3.3.2. Detail Design

- Database design - Source to target mapping / ETL - Reports - design workflows for approval.
- Build & Testing - Install proposed software solution and configure servers in Dev, pre-production (UAT), Production environments and DR set up.

- Implement Designed Solution.
- Develop Unit, Integration and User Acceptance Test cases.
- Unit testing and System Integration testing - Coordinate User Acceptance testing - Track test results and fix them.
- Historical data migration for analytical purpose.
- Deployment & Post Production then Production go-live.
- Knowledge transition to Support team.

3.3.3. Proposed Solution and Approach

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

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

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

- a. Successful bidder will work with business team to understand detailed requirements, understand application in the scope of this project.
- b. Bidder will prepare Functional specifications and conceptual design that will be reviewed and signed-off by Bank of Maharashtra. Based on these documents, bidder will prepare detailed design and document the same for ETLs, Database model and report (User Interface).
- c. Bank will review the design documents and provide signoffs.
- d. Bidder to Develop / Build integrations, DB model and reports as per the design for the agreed scope.
- e. Bank to review code and provide signoff. Bidder to fix code that is noncompliant with standards.
- f. Bidder will conduct Performance tests throughout the period of TCO on quarterly basis. Based on the results, performance issues if any will be fixed by the bidder. Bank may also conduct audit of the project through third party multiple times during the period of TCO and any observations observed thereof will be fixed by the bidder.
- g. Bidder will perform Unit testing, SIT testing and fix any defects found during testing. Support UAT testing and bug fixing during UAT.
- h. Bidder to prepare configuration and deployment guide.
- i. Bank to provide sign off to move the code to production.
- j. Bidder to deploy code for production go-live.
- k. Bidder to ensure system should support the Archival Policy of the bank.
Data backup shall be done as per data backup and retention policy of the Bank.
- l. Bidder to provide training to users as and when required by the bank.

m. The Bidder shall be responsible for providing the bank users with the requisite training material in both soft and hard copies. The onus of preparing and providing the training material to bank users will be on the bidder.

n. Bidder to provide 1 Year of Warranty and 4 Years of ATS and FM.

3.3.4. Indicative details of L1 & L2 support

Bidder will need to submit details of team for implementation and profiles highlighting past experience, educational qualifications, etc. The bidder is also expected to share replacement mechanism to bring new members due to attrition or reasons beyond the control of the bidder.

S No	Type of Role	Availability	Functionality
1	L1; 2 L1 Resource should be available.	<ul style="list-style-type: none"> Both Resource to be available from 08:00 am to 08:00 pm from Monday to Saturday. The timings mentioned above may be changed according to Bank's Needs. 	<ul style="list-style-type: none"> To address and resolve any tickets/Queries/Issues related to business department requirement. To address and provide all the ad-hoc report request arising from any department/field offices. User Management. Provide telephonic and/or electronic mechanism for problem reporting request and for service and status updates. To resolve any issues relating to the solution. Monitoring of daily processes like ETL, Report Generation and Pushing and perform RCA if required. Help / guide Bank team with usage of reporting tool.
2	L2; 1 L2 Resource should be available.	<ul style="list-style-type: none"> Resource to be available from 10:00am to 06:00 pm 	<ul style="list-style-type: none"> To cover entire management and support of all the proposed solution. To act upon the tickets routed from L1 resource. To address issues/queries related to Business application. To access the RCA and accordingly resolve the same within the timelines. To track problems from initial call to restore the services. Resolve the call within stipulated timeframe as defined in SLA. Modification/Development to existing/new reports/ Business processes. Performance tuning of the application including Database tuning. Provide support during regular DC/DR drill. Ensure patch releases are ported to the production environment with no business disruption or losses. Providing bank with daily Hardware utilization reports and alerting in case of

			any performance issues or hardware Upgrade requirements.
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3.3.5. Project Deliverables

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

Phase	Project Specific Deliverables
Requirements and Analysis	Project Charter, Project Architecture and Project Plan As Is report and Gap Assessment Report. Business Requirement (BR) Document Functional Specification Document.
Design	ETL framework design. Detailed design document for Reports (UI). Data Modeling. Test plan. Data mapping between source and target.
Build	Install software and configure software. Application coding (ETL, Database and reports). Test cases for Unit testing. Test cases for Integration testing. Test cases for user acceptance testing. Application demonstrations. Configuration guide. Production deployment guide. Provide standard operating procedure document to the users. Exact replica of the solution to be deployed for Disaster Recovery (DR) site. Disaster Recovery Plan.
Post Go-Live	Production support guide. Post production support along with warranty. Training to users as per Bank's requirement along with Training materials. Knowledge Transition to Support team Fix defects identified during warranty period. Business Continuity Plan (BCP) & Escalation Matrix to be shared every year. MIS User Booklet
ATS	Annual Maintenance Contract with on-site support for 4 years after expiry of 1 year Of warranty period.

3.4. Evaluation and Award Criteria

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

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

- Technical Bid Evaluation

- Commercial Bid Evaluation
- Weighted Evaluation

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

3.4.1. Technical Bid Evaluation

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. Further the vendor must fulfil minimum of 80% compliance in Technical and Functional Specifications compliance separately as mentioned in Annexure V. Even if the vendor meets the 70 mark cut-off and does not meet this criterion of 80% compliance, the vendor would have deemed not to be meeting the RFP Technical or Functional requirements. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Note:-

- Copies of Work order / client reference to be provided. Documentary proof for go live of implementation to be provided.
- Technically qualified and successful bidders would be called to make presentation of the solution offered by them as per the schedule decided by BoM. BoM may also visit and inspect the onsite / development centers and other installation of the bidders.
- Only those bidders satisfying the technical requirements and accepting the terms and conditions of this document shall be short-listed for further steps.
- Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

3.4.2. Evaluation Methodology for Eligible Bidder

Only the Service Providers who score more than 70 (Seventy) marks in Technical Evaluation process will qualify for Commercial Evaluation process. The Bank, at its sole discretion, may qualify three bidders on the basis of the top 3 scores. The commercial proposals of technically short listed System Integrator will be opened.

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

Bank also reserves the right of selection of System Integrator/vendor either by Opening of Commercial Bids of System Integrator (who are found eligible after evaluation of Technical Bids) or proceed with the selection of Vendor through On Line Reverse Auction.

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

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.

Criteria	Evaluation Parameters	Max Marks
The number of scheduled commercial banks in which software has been successfully implemented for MIS, RBI ADF Project and RBI ADEPT Project & RBI CIMS	For each Implementation 2 marks	10
Functional Specifications compliance	As per Functional Scoring Sheet in Annexure V	37
Technical Specifications compliance	As per Technical Scoring Sheet in Annexure V	37
Technical Presentation on Proposed Solution by the Bidder	Technical presentation will be evaluated on the following parameters: 1. Proposed Solution (2 Marks) 2. IT architecture and approach & methodology (2 Marks) 3. Resource Planning (2 Marks) 4. Project Governance and Project Team (2 Marks) 5. Future Scalability (2 Marks)	10
Product Demo	Demonstration of in-depth understanding of the Bank's project technical and functional requirements. Major Criteria demonstration (but not limited to) given in Annexure V	6
Total Marks		100

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

3.4.3. Commercial Bid Evaluation

The vendor who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on a “Total Cost of Ownership” (‘TCO’) basis. The key considerations of the TCO would be the total payouts for entire project throughout the contract period of 5 years, discounted at 10% to arrive at the present value of the future cash outflows. The TCO shall comprise all the costs that the bidder shall charge to the Bank for the duration of the contract. The evaluation will be done as follows:

The discounted rate will be calculated on yearly basis based on the formula $A/(1+i/100)^n$ where A= Total Value in each Year; i=10% and n =Year.

The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be ‘0’ in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.

3.4.4. Combined Techno Commercial Weighted Evaluation

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

As an example, the following procedure can be followed:

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

C stands for discounted rate arrived on basis of commercial evaluation i.e. the lowest commercial bid will be assigned rate as 100 and then rates of others will be arrived at in relation to lowest bid;

C_{low} stands for the lowest discounted rate arrived on basis of commercial evaluation. **T** stands for technical evaluation score and **X** is equal to 0.30.

SN	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	T * 0.70 (A)	[(C _{low} / C) x 100] x 0.30 (B)	Score (S = A +B)
1	AAA	75	120	52.5	25	77.5
2	BBB	80	100	56	30	86
3	CCC	90	110	63	27.273	90.273

In the above example, **C_{low}** is 100.

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

The decision of the Bank shall be final and binding on all the vendors to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever.

4. GENERAL TERMS AND CONDITIONS

4.1. Governing Laws and Disputes

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

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

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

IT Act- The bidder must ensure that the proposed products/ services are compliant to all such applicable existing regulatory guidelines of GOI/ RBI and adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and payment and settlement systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect. Also the successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights, etc. or any act in force at that time in respect of all software or other systems supplied by bidder to the Bank from any source.

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

4.2. Use of Contract Documents and Information

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

4.3. Confidentiality

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

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

4.4. Patent Rights

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

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

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

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

4.5. UAT – User Acceptance Test

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

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

4.6. Assignment

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

4.7. Force Majeure

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

4.8. Non-Disclosure

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

- That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- That the successful bidder will strictly maintain the secrecy of Bank's data.

4.9. Quality Standards

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

4.10. Manufacturer's Authorization Form

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

4.11. Project Implementation

The bidder is expected to successfully complete the implementation of the solution within 5 months strictly from the date of Letter of Intent in phases as under

Phase 1 - Setup of application, Requirement Study, Data Modeling, etc. for both DC & DR and UAT comprising of 50% of All Reports.	Within 8 weeks of the date of Letter of Intent
Phase 2 – Successful completion of 35% of remaining reports (Over all 85%).	Within 12 weeks of the date of Letter of Intent
Phase 3 – Successful completion of 15% of remaining reports (Over all 100%).	Within 16 weeks of the date of Letter of Intent

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

The bidder shall provide the dedicated Web based solution for raising/reporting the issues/tickets, with the solution.

4.12. General Provisions

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

b. Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Successful Bidder, its employees, officers, agents, Successful Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Successful Bidder and /or make deductions from the amount payable by the Bank to Successful Bidder.

c. Neither the contract which will be entered by the Bank with the successful bidder nor any action taken by the Successful Bidder shall constitute as between the Parties as partnership, association, joint venture or other common enterprise.

The relationship between Successful Bidder and the Bank hereunder is on Principal-to-Principal basis. Successful Bidder is to ensure that no nexus, either direct or indirect, shall be established between its personnel and the Bank which may lead to any presumption or conclusion to the effect that the personnel may be treated as the employees of the Bank.

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

Agreement by the Successful Bidder. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the bank.

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

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

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

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

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

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

4.13. ESCROW Arrangement:

- Source code for customization done for Bank in the solution and for other related services shall be provided by the bidder to the Bank for unlimited and unfettered use by the Bank. Bidder shall also provide all related material but not limited to flow charts, annotations, design documents schema, development, maintenance and operational tools and all related documentation.
- The core source code of the solutions in scope would be kept in escrow arrangement and complete information regarding the arrangement shall be provided by the bidder to the bank. Bidder shall transfer all Intellectual Property Right on non-exclusive basis for all the customization done for Bank for the solutions and these IP rights would also be applicable for Bank/ its subsidiaries (Domestic or International)

5. TERMS AND CONDITIONS

5.1. Signing of Contract

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

5.2. Duration of Contract

Bank will enter into contract initially for a period of five years (Starting from the Go-Live Date) including hosting the application and rendering consultancy services on the rates derived through this RFP Process. Bank also reserves the option to purchase the hosted software application duly updated and upgraded with source code at any stage during the concurrency of contract period at the cost negotiated with the successful bidder as an optional item in the commercial offer.

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

5.3. Performance Bank Guarantee

a. The successful vendor shall provide a Performance Guarantee at the time of awarding the contract, which will be for the period from the date of receipt of the order or signing of the contract, whichever is earlier, in the format as provided in Annexure XI to the extent of 10% of the total TCO value valid for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank only, other than Bank of Maharashtra.

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

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

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

5.4. Acceptance of Order

Successful bidder shall be required to accept the order within seven days from the date of order placement. Bank has a right to cancel the order and forfeit the EMD, if the same is not accepted within a period of 7 days from the date of order, otherwise it will be considered as accepted.

5.5. Implementation

Successful implementation is to be completed within 5 months from the date of Letter of Intent.

5.6. Acceptance Test

The system is subject to an Acceptance Test after completion of installation, behavioral analysis shall be done by BoM designated team for a minimum period of 6 weeks for completing the acceptance test. Vendor has to arrange one engineer at the site at the date and time mentioned by the Bank to assist in the acceptance test. After successful behavioral analysis bank shall sign off acceptance test.

5.7. Payment Terms

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

a) Implementation Cost (OTC)

- 70% of the implementation cost after go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.
- 30% of the implementation cost after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Banks identified Project Manager & vendor representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.
- Software license cost

b) **Integration Charges (OTC)** – 100% of the Integration cost after successful integration of the MIS, RBI ADF PROJECT with core banking system and other internal source system of the bank, if required. Payable will be made against receipt of Integration Sign Off in the form of Acceptance Report signed by both Bank's identified Project Manager & successful vendor's representative.

c) **AMC / ATS (After expiry of one year warranty period)** – Payable quarterly at the end of each quarter against receipt of satisfactory service report for the concerned quarter from the Bank's Project / Operation Manager.

d) **Onsite Support Charges (After expiry of one year warranty period)** – Payable quarterly at the end of each quarter against receipt of satisfactory support report for the concerned quarter from the Bank's Project /Operation Manager

e) **Other /Misc. Charges, if any** - will be paid on actual basis.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. The Bank will pay invoices within a period of 90 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

5.8. Taxes

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

5.9. Warranty

All software supplied should cover comprehensive on-site warranty for one year from the date of completion of the project installation. This includes updating the latest patches of software, re-configuration, redeployment of application (if required), providing latest version (software subscription) of the software/license etc. Definition update / patch update, upgrade would be done by vendor immediately for critical updates or on monthly basis for normal updates/upgrades.

Warranty should cover the following:-

- Service support should be available on 24 x 7 x 365 basis.
- Bank should have facility to log the call directly with OEM/ bidder, if Bank faces any problem.
- The problem/ issue should be attended within 2 hours of receipt of complaint; however telephonic support should be made instantly on receiving the complaint. Warranty would cover updates from CBDT or any other regulatory authority / Government instructions /maintenance patches/bug fixes (available from the original software vendor) for system software.
- The vendor should provide on-site preventive maintenance on regular interval i.e. quarterly. Pro-active product health status check-up (on-site) and submission of report by product as per Bank's requirement.
- The vendor will obtain written acknowledgement from Bank after completion of warranty period for successful sign off of warranty period.
- In case of repetitive application system failure (two or three times in a quarter) it shall be replaced by equivalent or higher model new equipment by vendor, at no extra cost to Bank.
- Free of cost customization and version upgrade whenever new version is released will be done by bidder.

5.10. Annual Technical Support

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

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

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

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

5.11. Upgrades and Updates

The bidder shall be required to provide all future updates and upgrades for the solution provided free of cost during contract period. If however, the upgrades is not available then the support for the implemented solution should be available at any point of time. An undertaking to this effect is to be furnished by the Bidder as per annexure. End of support product items should not be quoted in bid and Bidder / SI should ensure this for the whole contract period.

5.12. Penalty

a) Delay in Installation & Implementation

The complete implementation of the project shall be made by the Vendor in accordance with the time schedule (within 5 months), technical specification, scope of the project and other terms & conditions as specified in the RFP document.

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

b) Failure in Maintaining Service Level Agreement (SLA) & Resolution of Reported Issue

Bidder has to enter into service level agreement with bank. SLA will include the terms and conditions mentioned in this bid along with the uptime and resolution commitments by the bidder.

The Application should not face any service impact/disruption. Its uptime to be as follows: 99.95% (on monthly basis). Below 99.95%, for each downtime of 0.01% quarterly, provided the penalty amount shall not exceed 10%. In case of downtime, during ATS period the penalty will be recovered from the performance bank guarantee and ATS amount.

Bidder must have service to support the following:

- Maximum 24 hours resolution time including the response time of 2 hours. If the issue is not resolved within 24 hours then penalty @ 1% of ATS cost will be deducted for each day of default subject to maximum of 10% amount of ATS cost.
- Bidder should provide facility of call (fault) logging through telephone, e-mail, web portal, etc. The bidder must submit call wise details monthly during warranty period.
- The bidder will have to pay the penalty amount as and when demanded by the bank, within 15 days from the demand date, otherwise bank reserves the right to invoke performance bank guarantee for recovery of the penalty amount.

c) Not Acceptance/ Non Execution of Order

In case the bidder refuses to accept / execute the order, Bank will procure the same from the respective OEM as per terms & conditions and rate accepted by OEM. The bidder has to bear the different cost of the item/ product (Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the bidder.)

If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.

5.13. Liquidated Damages

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

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

5.14. Cancellation of Purchase Order

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

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

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

5.15. Exit Option and Contract Re-Negotiation

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

- a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 20 days of receipt of purchase contract or agreed terms by Bank;

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

5.16. Information Security

Successful Bidder upon selection will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank. Bank may also do the audit of the product/solution by Bank's

Staff or third Party auditor as and when required. The successful branch is expected to clear any observations put forward in the audit within a mutually agreed timeframe.

5.17. Signing of Pre Contract Integrity Pact

The firm has to sign "Adoption of Integrity Pact"

1) The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

2) Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.

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

4) Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.

5) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

6) Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

7) The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/ATS if contracted whichever is later.

8) Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

The Bidders should enclose proof of all Pre-Qualification Criteria, while submitting the Bid Proposals, failing which, the Bid Proposals will not be considered for further evaluation and may be treated as technically non-responsive.

5.18. Delays in the Supplier's Performance

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

5.19. Indemnity

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages,

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

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

5.20. Termination of Contract

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

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products
- c) Failure of vendor to complete implementation of solution within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Date:

Place:

List of Abbreviations

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

ANNEXURE I: COVER LETTER

UNDERTAKING FROM THE BIDDER (Bidder's letter head)

To
The Deputy General Manager,
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411005

Sir

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

We submit our Bid Documents herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.
- Bidder means the bidder who is decided and declared so after examination of commercial bids.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE II: UNDERTAKING FROM OEM

OEM Letter Head

To
The Deputy General Manager,
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411 005

Sir,

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

We hereby submit the following:-

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

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE III: COMPLIANCE TO ELIGIBILITY CRITERIA

S. No.	Eligibility Criteria	Documents Required	Compliance (Yes/No)
1	Bidder should be a Government Organization/PSU/Private/Public Limited/Partnership/Proprietorship firm and should be a Registered Company with standing of 5 years as on 31.12.2018. The bidder should have an average turnover of at least 5 Cr in FY 2015-16, FY 2016-17 & FY 2017-18 each. The bidder should be a profitable company or should have positive net worth in FY 2015-16, FY 2016-17 & FY 2017-18 each.	Certificate of incorporation, Registration, Commencement of Business and other Related documents from the respective authority. CA Certified Audited Financial Statements of FY 2015-16, FY 2016-17 & 2017-18.	
2	The firm has successfully implemented the project of MIS, RBI ADF Project and RBI ADEPT individually or both for at least two scheduled commercial banks in India (Having at least 600 branches).	Bidder has to submit certificates/letters on the letter head of the issuing PSB/Scheduled Commercial Bank which may indicate the activity performed by the bidder along with contact no. of concerned person.	
3	The bidder should not be involved in any litigation which threatens solvency of company. Institutions in India. Self-Certificate / Undertaking is to be provided.	Certificate is to be provided by the chartered accountant / statutory auditor of the Firm/ Company, who has audited the latest Financial Statements, as per Annexure- VIII	
4	Bidder should not have been black listed at any time by the Government / Government agency / Banks / Financial	Undertaking to be provided as per Annexure-IX.	
5	The firm should have its own software (Intellectual Property Rights Owner) or duly licensed by the owner to sell the software to be procured by the Bank for this purpose	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the bidder in case bidder is owner of the software, else authorization letter from the OEM to be submitted to sell the software.	
6	The bidder should have at least one of the below mentioned certificate which is valid as on the date of RFP Submission <ul style="list-style-type: none"> • ISO 9001:2008 • CMMI Level 3 	Bidder have to submit a copy of the Respective Certificate from the respective authority.	
7	The bidder should comply with the "Integrity Pact" Clause as per Annexure 12.	Annexure XII to be submitted.	

Exemption from Tender Fee & EMD:

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

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

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE IV: BIDDER'S INFORMATION

S. No.	Information On	Particulars / Response		
1	Company Name			
2	Constitution			
3	Date of Incorporation			
4	Company Head Office Address			
5	Registered office address			
6	GSTIN & TAN No.			
8	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name			
9	Name, Designation, Tel. No, Email of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)			
10	Specimen Full signature and Initials of Authorized Signatory			
11	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)			
12	Whether company has been blacklisted for service in past. If yes, details thereof.			
13	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is "Yes")		
14	Please mention turnover for last two financial years and include the copies of Audited Balance Sheet in support of it.	Year	Turnover Rs.(in Cr)	Profit/Loss Rs. (in lacs)
		2015-16		
		2016-17		
		2017-18		

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

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

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

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE V: TECHNICAL & FUNCTIONAL EVALUATION

Bidder' response should be only in the following format

- **Compliant-** The solution supports the function in its native form i.e. function is included in the base package, to be delivered in the version of the solution proposed to the Bank. This response will score full marks allotted.
- **Minor Customization-** The function is not available in the product and it would require minor/few customization by the bidder and the bidder shall provide these features at no additional cost before the beginning of the User Acceptance Test. This response will score half of the marks allotted.
- **Major Customization-** The function is not available in the product and it would require major customization by the bidder and the bidder shall provide these features at no additional cost before the beginning of the User Acceptance Test. This response will score one-third of the marks allotted.

S. No	REQUIRED FEATURES	BIDDER'S RESPONSE (Compliant/ Minor Customization/ Major Customization)	Marks Allotted	Marks Scored	BIDDER'S REMARKS (IF ANY)
A.	TECHNICAL SPECIFICATIONS				
1	The Application should have very high availability (Greater than 99% annually) at DC & DR location.		2		
2	The software solution should be convenient to use. It should have web based graphic interface at branches / controlling Offices.		2		
3	The web-based Admin module shall support Users/ Groups/ Role definition and granting/ revoking Access Rights and set password expiries.		2		
4	Solution should be OS Independent and Database Application Independent. Also, it should be able to run in mobile devices of staffs irrespective of types of OS in mobile devices.		3		
5	Solution must provide fail-over, back-up and recovery capabilities.		2		
6	The solution should be flexible, modular and expandable to accommodate further upgradation/modifications.		2		
7	Solution should not rely on browser helper objects/ active x control/ applets for communicating authentication data to backend as there are numerous security vulnerabilities found in such add-ons.		2		

8	The web-based Admin module shall provide Batch mode support for administrative operations e.g. change ownership, user addition/deletion, etc.		1		
9	Application portal should be SSL secured and should have logs and audit trails, Access Control List and other security features.		2		
10	The user access hierarchy and reports should be as per Bank's administration architecture for e.g. Branches / Zones / Head office etc.		2		
11	<p>The solution should have interface with CBS, Biometric Access System (BAS), LLMS, DMS, EWS, ATM Switch, Debit Cards database, IB, MB, BHIM, POS, UPI, Treasury, Exim, CPLC Karvy systems, CTS, Call center systems, Reconciliation systems, SMS gateway, Email solutions, Demat systems, FI systems, various kiosks, Crismac, AML, FRM, KYC systems, various NPCI systems, ADS, CSOC, SWIFT, Credit bureau systems, Credit rating systems, Various intranet based in-house systems which includes HRMS, any other future system etc. The data shall be pulled through interfaces on daily basis for generating various Reports/ MIS/ ESS on daily basis.</p> <p>The interfaces shall be through ETL, direct table to table copy, through API, Web interfaces, XML based, WebDAV, etc. on case to case basis.</p>		3		
12	The solution should comply bank's information security policy and the observations of periodical security audit observations should be complied.		2		
13	Application should be capable to handle at least 2000 concurrent login.		1		
14	The solution should comply Bank's archival and storage policy.		2		
15	The system should support multi-server deployment for scalability, load balancing and fault-tolerance.		2		
16	Application must support IPV6 protocol.		1		
17	<p>Seamless Integration - The application software should be centrally installed at HO level and should be compatible in DC & DR Setup.</p> <p>During Bank's DR Drill period, the application should work in DR.</p>		3		

18	The system shall support web-based administration module for the complete management of system.		2		
19	Application must also be compatible with the hardware available / used at branches and Browser independent.		1		
B.	FUNCTIONAL SPECIFICATIONS				
1	The administrator should have the rights to manage the entire application. The administrator can assign roles to users. Definition of roles shall be parameterized. This role can also be made universal and applied to the entire application or selected applications.		1		
2	Solution should produce detail audit trail including but not limited to user id, computer, IP address, resource being accessed with URLs, timestamp, login time, etc.		1		
3	Solution should be able to produce various event based reports such as enrollments, un-enrollments, logins, unsuccessful logins etc.		1		
4	Application should meet all requirements/ guidelines/ modification of Statutory/ Regulatory/ Others.		2		
5	Application should be capable of creating Branch, User, etc. masters by importing data from the existing CBS/ HRMS/ Other application of the Bank and maintain the same. User rights and password control should be as per Bank's policy.		1		
6	Application should be capable of automated emailing process/ SMS sending process to staffs / customers in bulk, with a facility to capture the SMS/ email content through template form and selection of recipients should be either through uploading or through web-based input feeding or through query based back-end data filtering. Pre-recorded template content such as greetings / birth day messages / account statement sending should also be possible. Facility of sending Attachments in form of excel, pdf, word, images, etc.) through bulk email also be made available.		2		
7	As the Bank's CBS source database are on ORACLE platform and some source databases are in SQL, the product		2		

	offered should be compatible with multiple platforms.				
8	Application Design should be capable for merging/closing of branches/zones at any point during the contract.		1		
9	Automated Process should be available in the application through which drill down or drill through can be done on reports.		1		
10	Provide assistance to the Bank staff through a robust web based system to provide immediate and timely Handholding and support on technical and domain issues.		2		
11	Provision to add and view FAQs.		1		
12	Solution should be supportive of Statutory audit process as per frequency decided by regulators with frozen database setup to carry out Memorandum of Corrections (MOC) in frozen data as instructed by auditors and the reports/MIS generation facility on pre-MOC data / post-MOC data.		2		
13	The access to the reports generation tools should be provided to bank's designated staffs for generating ad-hoc reports as and when required for the Bank.		1		
14	Various reports with drill down facilities shall be made available through intranet as selected by Bank on various parameters such as district wise, city wise, zone wise, branch wise, bank as a whole, CIF wise, product wise, segment wise, sector wise etc.		2		
15	Searching facility through intranet for searching database on various input parameters such as CIF, account, mobile, PAN, Aadhar, GST no, etc. using Boolean parameters and fuzzy text search.		2		
16	CIF Deduplication functionality.		1		
17	24X7 onsite support should be made available with sufficient number of onsite support engineers. All the working days of bank should be working day for solution provider also. Post implementation, during contract period, minimum two L1 developing skilled resource should be placed onsite.		1		
18	The solution should support digital signing.		1		

19	The solution should generate reports in various file formats such as CSV, excel, word, PDF, XML, JSON, etc.		1		
20	The solution should have facility to archive the reports already generated for earlier periods.		1		
21	The solution should have the capacity to present single view of customer's accounts / sector classification of customers / 360 degree view of customers, productivity of customers etc. The solution should have facility to generate performance report of staffs / branches / zones based on performance etc.		2		
22	The solution should have facility to generate leads from the existing customer data for support cross selling and upselling of bank's products, based on various search criterion inputs.		2		
23	The solution shall support optimization mechanism, server replication and clustering, to handle large volume of transactions under high load. The mechanism should be highlighted in the technical bid with third party benchmarking done on the performance.		1		
24	The system shall provide LDAP support for integrating with directory services and shall support single sign-on.		1		
25	The web-based Admin module shall provide easy to use interface for Index structure definition, that can be used by different users		1		
26	The web-based Admin module shall provide interface for purging old audit trail and do selective logging i.e. select the system or application features for, which the audit trails have to be generated.		1		
27	The web-based Admin module shall provide facility to take complete and incremental backups and shall be able to integrate with third party backup solutions.		1		
28	The web-based Admin module shall provide Diagnostics monitoring activities of different components. E.g. Logs consolidation and capturing, missing indexes, audit log size etc.		1		

Note:

- The bidder should provide compliance statement for all the above specifications of technical requirements against each item.
- All relevant product information such as user manual, technical specifications sheet etc. should be submitted along with the offer. Failure to submit this information could result in disqualification of the bid.
- Hard copy of supporting documents or documentary proof for all the above criteria should be submitted along with bid documents.

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE VI: COMPLIANCE STATEMENT

To be provided on letter head of the issuing company

DECLARATION

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids).	
Scope of work and Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical / functional specifications stipulated in the RFP. (Any deviation may result in disqualification of bids).	

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE VII: PERFORMANCE CERTIFICATE

To be provided on letter head of the issuing company

To
The Deputy General Manager,
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411 005

Sir,

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

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

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

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

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE VIII : LITIGATION CERTIFICATE

To be provided by Statutory Auditor / Chartered Accountant

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

Date:

Place:

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Seal of Company

ANNEXURE IX : UNDERTAKING FOR NON- BLACKLISTED

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

To
The Deputy General Manager,
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411 005

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

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

Dated at ___ day of _____ 2018.

Place:

Thanking You,

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE X: COMMERCIAL OFFER

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

End to end solution for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project

S. No.	Items	OTC (One Time Cost)	Year 1 Amt Rs	Year 2 Amt Rs	Year 3 Amt Rs	Year 4 Amt Rs	Year 5 Amt Rs	Total Amt Rs
a.	Enterprise License* Cost	0	X	X	X	X	X	0
b.	Implementation Cost	0	X	X	X	X	X	0
c.	ATS (Annual Technical Support)	X	X	0	0	0	0	0
d.	Onsite Support Charges (FM)	X	X	0	0	0	0	0
Total Cost of Ownership (TCO)		0						
Amount in words								

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

- *Enterprise License would mean - The license for the solution to be Enterprise wide perpetual level for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India.
- The '0' marked cells in the above commercial table represents the amount to be filled in by the bidder and 'X' marked cells are not to be filled.
- For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender.
- The Service Charges need to include all services and other requirement as mentioned in the RFP.

- The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, levies etc. except Goods and Service Tax, Octroi /entry tax (wherever applicable) will be paid extra. Octroi / entry tax will be paid on actual on production of original receipt.
- Onsite Support for the solution to be provided 24*7.
- Bank has discretion of opting for any of the Options mentioned above. TCO will only be considered for the commercial bid.

ANNEXURE XI: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

To be stamped in accordance with stamp act

Ref: Bank Guarantee # Date

To
The Deputy General Manager,
Information Technology Department
Bank of Maharashtra
1501, Lokmangal
Shivajinagar, Pune 411 005

Dear Sir,

In accordance with your bid reference no _____
Dated _____

M/s _____ having its registered office at _____
herein after Called "bidder") wish to participate in the said bid for RFP (from Specified Bidders) for Procurement of MIS, RBI ADF Project and RBI ADEPT & RBI CIMS Project. An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ Rupees (in words _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

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

We, the _____ (Name of Bank)
_____ (Address of Bank) having our Head office at _____
therefore Guarantee and undertake to pay immediately on first written demand by Bank of Maharashtra, the amount Rs. _____ Rupees (in

words _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

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

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

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

In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2018 at _____

Name of signatory
Designation
Bank Common Seal

ANNEXURE XII : PERFORMA FOR INTEGRITY PACT

To be executed on Rs. 500 Stamp Paper

General:

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

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

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

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

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

1. Commitments of the BUYER:

- a. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
- b. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
- c. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

3. COMMITMENTS of BIDDERS

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

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

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

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

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

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

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

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

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

- i. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- m. The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956
- n. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

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

- b. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- c. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- d. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

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

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

7. Fail Clause:

The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. Other Legal Actions:

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

11. Validity:

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

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

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

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

BIDDER
CHIEF EXECUTIVE OFFICER
(Office Seal)

Witness 1:
Name & Address:

Witness 2:
Name & Address:

ANNEXURE XIII : CHECKLIST

Sl. No.	Documents	Attached in Bid (Yes/No)	Page No	
			From	To
1	Acceptance of terms and conditions			
2	Bidder's undertaking letter as per Annexure- I			
3	OEM undertaking letter -Annexure-II			
4	Compliance to eligibility criteria – Annexure -III			
5	Bidder's information as per Annexure – IV			
6	Technical & functional specifications as per Annexure-V			
7	Compliance statement as per Annexure-VI			
8	Performance certificate - as per Annexure -VII			
9	Litigation certificate - Annexure-VIII			
10	Undertaking for non-blacklisted Annexure-IX			
11	Commercial Offer Annexure-X			
12	EMD in the form of Bank Guarantee Annexure XI			
13	Integrity pact (Annexure – XII)			
14	Signed copy of RFP document and Corrigendum, if any			
15	Copy of last three years audited Balanced sheet.			
16	Board resolution in favour of authorized person and power of Attorney/authorization letter in case the authorized person delegates authority to another person of the company to sign the bid documents.			
17	DD for amount of Rs. 17,700.00 (Rs. Seventeen Thousand Seven Hundred Only) including GST for Cost of RFP.			

18	CD containing soft copies of technical bid with annexures and formats.			
19	Copies of Work Orders from Banks or other companies.			
20	Summary of implementation of same projects in other companies.			
21	Copy of Registration Certificate, Incorporation Certificate, Commencement of Business, ISO or CMMI Certificate, etc.			

Note:

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

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company