

**Request For Proposal (RFP)**  
FOR  
Supply, Installation & Maintenance  
Of  
Web based Application Software  
For  
**Mandate Management and other services**  
**Under NACH platform.**



Bank of Maharashtra  
Head Office, 'Lokmangal',  
1501, Shivajinagar Pune-411005

**NAME OF THE PROJECT:**

**Mandate Management System under NACH Platform.**

**Cost of Tender Document: Rs. 5000 /-**

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## 1. Invitation for Tender offers:-

Bank of Maharashtra invites sealed tender offers (Technical bid and Commercial bid) from experienced bidders for Supply, Installation and Maintenance of Web based application software for Mandate Management various services under NACH Platform.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee of Rs. 5000/- (Rs. Five thousand only) by demand draft /bankers cheque in favor of Bank of Maharashtra and payable at Pune.

### Bid Collection and Submission

Tender Reference number	<b>022015</b>
Price of Tender Copy	5,000/-
Date of commencement of sale of tender document	04/03/2015
Last Date of sale of tender document	25/03/2015 up to 13.00 hours
Queries to be mailed by	12/03/2015 up to 17.00 hours
Pre – Bid meeting with bidders	13/03/2015 at 12:00 hours
Last Date and Time for receipts of tender offers	25/03/2015 up to 14.00 hours
Time and Date of Opening of technical bids	25/03/2015 at 15.00 hours
Place of Opening tender offers	Bank of Maharashtra IT, BPR & MIS Department Head Office, 1501, Lokmangal, Shivajinagar, Pune – 411 005.
Address of Communication	As above
Earnest Money Deposit	1,00,000/-
Contact Telephone Numbers	Phone : 020 - 25536266, 020 - 25536051, Fax : 020 – 25521568

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

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

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

General Manager  
Information Technology

## 2. Introduction

Bank of Maharashtra is a nationalized bank with a standing of more than 75 years. It has a three tier organizational set up consisting of branches, Regional Offices and Central Office. The Bank has 1513 branch offices across the length and breadth of the country. In the state of Maharashtra itself it has 993 branch offices, the largest network of branches by any Public Sector Bank in a state.

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 Demat, Lockers and merchant banking etc. All the 1513 branches of the Bank are computerized and Core Banking solution has been implemented in all the branches. Core Banking solution has been provided by M/s TCS.

## 3. Purpose of RFP

National Payments Corporation of India (NPCI) offers to banks, financial institutions, Corporate and Government/s a service termed as “National Automated Clearing House (NACH)”, which includes both Debit and Credit push transactions. NACH aims at electronically facilitating inter-bank high volume, low value debit/credit transactions, which are repetitive in nature. Bank is already live for all Credit transactions (APBS, ACH Credit & ECS Credit) and Debit transaction all debit transactions (APBS, ACH Debit & ECS Debit) over NACH platform. Now, Bank has initiated the process to implement NACH’s Mandate Management System (MMS) and implementation for sponsored bank for ECS Debit and ACH Debit functionalities.

Bank intends to implement end to end operation for mandate repetitive direct Credit or direct debit transaction on NACH platform as an alternate to the PDC/ EMI cheque apart from capturing the Corporate Clients for their bulk Mandate management like Electricity bill/Telephone Payments/ water bills etc. NACH-Debit specifications require digitization of mandate and registration of each Mandate with NPCI. Therefore, physical mandate forms are required to be scanned using the CTS Scanners and the scanned images of mandates have to be exchanged among Banks through NACH platform along with related data file. The system should also capable of tracking the failed debit transaction and should provide facility to re-lodge the EMI as per pre-defined frequency.

This Software/Application will interface between bank’s CBS & NPCI – NACH system and will manage mandate and transaction processes including the posting the data into CBS.

## 4. Eligibility Criteria:

### Eligibility of the Bidder:-

Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

- The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 having a turnover of minimum of Rs. 1.0 crores in each year in the last three financial years i.e. 2011-12, 2012-13 and 2013-14. This must be the individual Company's turnover and not that of any group of Companies. Copy of Balance Sheet is submitted along with technical bid.
- The bidder should have profit in at least two of the last three financial years (2011-12, 2012-13 and 2013-14) from Indian operations.
- The bidder should have successfully implemented the Web-based mandate management solution under NACH in at least one Scheduled Commercial Bank. (enclosed the documentary proof)
- The Bidder should not have been blacklisted by any Government organization / Banks / Financial Institutions in India. Self declaration to that effect should be submitted along with the technical bid.
- The bidder should be in existence in India for a minimum of 5 years. (Certificate of incorporation must be enclosed as documentary proof).
- The solution proposed by bidder should have all the modules required by bank readily available. (Undertaking in this regard needs to be submitted)
- The bidder/OEM should be the owner of proposed application software solution (Declaration to be provided).
- The bidder should have support centers at all major centers across the country.

BANK reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of BANK in this regard shall be final.

## 5. Instructions to bidders

### 5.1 There shall be two stage bidding process.

5.1.1 Technical bids submitted by the bidders shall be evaluated first.

5.1.2 Commercial bids of those bidders who qualify in the technical evaluation process shall be taken up for consideration in the second stage.

### 5.2 Bid submission

Technical and commercial bid be submitted to the bank as per the schedule as under:

- One Copy of the Technical Bid
- One Copy of the Commercial Bid must be submitted 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.**
- The tender documents should reach the Bank on or before **25.03.2015 up to 14:00 hours.**

#### Bank's address

The Deputy General Manager  
IT, BPR & MIS  
Bank of Maharashtra  
"Lokmangal",  
1501, Shivajinagar  
Pune – 411005  
Email: [cmssoftware@mahabank.co.in](mailto:cmssoftware@mahabank.co.in),  
[Veerprakash.gattina@mahabank.co.in](mailto:Veerprakash.gattina@mahabank.co.in),  
[milind.kawale@mahabank.co.in](mailto:milind.kawale@mahabank.co.in)

**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 Annexure and Formats 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 include all items asked for in Tender

**reference No 6 & 7.** The Technical bid **should not contain any price information.** The TECHNICAL BID should be complete to indicate that the services asked for are quoted and should give all required information. **A Xerox copy of Commercial offer with prices duly masked be submitted along with the Technical Bid.**

### **ENVELOPE-II (Commercial bid):**

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner.

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 envelopes containing the Technical bid and Commercial bid should be **separately** submitted.

### **5.3 Earnest Money Deposit**

Bidders are required to give a Demand Draft drawn in favor of Bank of Maharashtra and payable at Pune, (valid for 180 days from the due date of the tender) for **Rs. 1.00 lakh (Rupees One Lakh only)** as Earnest money Deposit (EMD) along with their offer. Offers made without E.M.D. will be rejected. Bank of Maharashtra will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or any scheduled commercial bank acceptable to Bank of Maharashtra. In case of Bank Guarantee from other than Public sector banks prior permission of Bank of Maharashtra is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed.

### **5.4 Terms and Conditions**

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

### **5.5 Non-transferable Tender**

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

### **5.6 Soft Copy of Tender document**

The soft copy of the tender document will be made available on request by bidder. However Bank of Maharashtra shall not be held responsible in any way, for any

errors/omissions/mistakes in the soft/downloaded copy. The bidder is advised to check the contents of the soft / downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in soft copy.

**The bidders will have to pay the non-refundable fee of Rs. 5000/- by way of a demand draft / bankers' cheque in favor of Bank of Maharashtra payable at Pune towards cost of RFP before submitting the bid.**

### 5.7 Offer validity Period

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

### 5.8 Address for Communication

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

Bank's address
The Deputy General Manager IT, BPR & MIS Bank of Maharashtra "Lokmangal", 1501, Shivajinagar Pune – 411005 Email: <a href="mailto:cmssoftware@mahabank.co.in">cmssoftware@mahabank.co.in</a> , <a href="mailto:Veerprakash.gattina@mahabank.co.in">Veerprakash.gattina@mahabank.co.in</a> , <a href="mailto:milind.kawale@mahabank.co.in">milind.kawale@mahabank.co.in</a>

### 5.9 Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Conference meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach in writing or by e-mail on or before **12.03.2015 by 17:00 hours** on the address as mentioned above. All the queries of the vendor would be addressed in the scheduled pre-bid meeting only. The clarifications given in the Pre-Bid meeting will be made available to the bidder on Bank's website.

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

### 5.10 Opening of Offers by Bank of Maharashtra

Tender offers received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the tender on



the specified date and time as mentioned in the tender document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. **A copy of the authorization letter should be brought for verification.**

### **5.11 Scrutiny of Offers**

Scrutiny of Bids will be in three stages as under:

#### **a) Eligibility Criteria :**

Bank of Maharashtra will first scrutinize the eligibility of the bidders as per "Eligibility Criteria" mentioned in point no. 4 of the RFP based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation.

#### **b) Technical evaluation:**

Bank of Maharashtra will scrutinize the offers. Bank of Maharashtra will determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. The bidders who qualify in technical evaluation will only be short listed for commercial evaluation. **If needed vendors required to arrange for a reference site visit to understand the workflow and features before finalizing the technical feasibility of the proposal.**

#### **c) Commercial evaluation :**

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

**Only the TCO figure arrived by vendor will be read subject to verification after opening of commercial bids.**

### **5.12 Clarification of Offers**

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

### **5.13 No Commitment to Accept Lowest or Any Tender**

Bank of Maharashtra shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. Bank of Maharashtra reserves the right to make any changes in the terms

and conditions of purchase. Bank of Maharashtra will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

#### **5.14 Bank's Right to Accept any bid and to Reject any or All bids.**

Bank of Maharashtra reserves the right to accept or reject any bid in part or in full, and to annul the budding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidders of the grounds for the Bank's action.

#### **5.15 Contacting the Bank**

No Bidder shall contact the bank on any matter relating to its bid, from the time of opening of bid to the time the contract is awarded.

Any effort by a bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the bidder's bid.

#### **5.16 Submission of Technical Details**

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

#### **5.17 Format for Technical bid**

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

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

1. Index
2. Covering letter. This should be as per **Annexure - A**.
3. Details of the bidder, as per **Annexure - B**.
4. Compliance of eligibility criteria along with support documents as per **Point No 4**.
5. Technical bid with Specifications as given in Tender **reference No 6 & 7**, complete with all the columns filled in.

6. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document from 8.1 to 8.25.

<b>Term No</b>	<b>Short Description of term</b>	<b>Complied (Yes/No)</b>	<b>Detailed explanation about deviation, if not complied</b>
8.1	Technical Inspection and Performance Evaluation		
8.2	Payment Terms		
8.3	Implementation (Delivery, Installation & Commissioning)		
8.4	Completeness of Installation		
8.5	Order Cancellation		
8.6	Inter-Working of Hardware & Software		
8.7	Acceptance Tests		
8.8	Hardware & Software Warranty		
8.9	Annual Maintenance Charges		
8.10	Liquidated Damages		
8.11	Penalty for Delay		
8.12	Penalty for Downtime		
8.13	Right to Audit		
8.14	Service Level Agreement		
8.15	Bank Guarantee		
8.16	Indemnity		
8.17	Publicity		
8.18	Gurantees		
8.19	Force Majeure		
8.20	Resolution of Disputes		
8.21	Confidentiality and Security		
8.22	Furture Addition of Hardware/Software		
8.23	Loading Antivirus Solution		
8.24	Training		
8.25	Implementation Plan & Schedule		

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

7. Warranty and AMC details (for all relevant schedules). This should not contain any price information.
8. Technical Bid should not contain any price information.
9. Delivery and Implementation schedule.
10. The bidder should provide as part of the technical bid, the process to be followed and the methodology that will be used for implementation of the project. The

technical document must be complete so as to provide comprehensive and total solution.

11. Technical Documentation enlisting the work flow.
12. Software details of the proposed application.
13. Details of Past Experience and installation, as per **Annexure – D**
14. Details of support centres as per **Annexure – E**
15. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
16. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document.
17. All documentary evidence wherever required to be submitted be properly arranged.
18. The bidder should furnish information regarding the Hardware or Software required to be provided by bank and not part of the scope of this RFP. (Please refer **Annexure – C** for furnishing the details)

### **5.18 Masked Commercial**

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

### **5.19 Format for Commercial bid**

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

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

**The bidder must quote for ALL the items mentioned in Annexure - III and also fill up the TCO for L1.**

### **5.20 Erasures or Alterations**

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

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

## 5.21 Location

This tender is being floated by the Head office of Bank of Maharashtra. The service and the facility being procured through this tender shall be implemented by the bidder at Chennai and South Grid as per the RBI/ NPCI plans or Bank may utilize this type of service offered through this RFP to any other location of Bank of Maharashtra across the country.

## 5.22 Costs & Currency

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

1. Cost of the equipment
2. Installation and commissioning charges, if any,
3. Minimum of One-year comprehensive on-site warranty covering all parts & labour. This period will start from the date of acceptance by Bank of Maharashtra.
4. Five years post warranty AMC.
5. Transportation and Forwarding charges to the site.
6. In addition to transit insurance normal electronic equipment insurance should be available up to installation or up to 30 days from date of delivery whichever is earlier.
7. All taxes and levies including service tax but excluding VAT, Octroi.

## 5.23 Fixed Price

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

## 5.24 No Negotiation

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

## 5.25 Short-listing of Bidders

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

## 6. Scope of RFP

### (A) Software/ Solution Technical Requirements

- The solution should be able to handle the mandate management both for inward and outward.
- The solution should provide in-built encryption and decryption functionality.
- The solution should have in-built digital signer tool to do digital signing using digital signature available on USB token.
- The solution should be able to pull and push the files from NPCI to local server and vice versa without any manual interval.
- The Solution should be able to pull data from NPCI site via host to host integration.
- The solution should be able to handle the NACH files and pull process the same after the verification of mandate logic and financial transaction should be push to CBS through API level integration and able to pull the response back update the status. The final response file thus created should be encrypted and digitally signed then push to NPCI back.
- The solution should be able to handle all variants of financial files received from/to be remitted to NPCI as sponsor/destination. It should be able to generate status of each file separately and the same can be remitted to corporate client.
- The solution should be able to handle the reconciliation of the all the financial transaction on daily basis and generate report as required by bank.
- The solution should be able to capture all type of response received from NPCI server and update the same in local database.
- The solution should be web enabled solution, with no download of any other software required on any client machine (That is to run the solution, the browser should be sufficient - an URL based solution).
- The proposed solution should be a centralized, integrated, uniform and standardized solution to be accessible across all Branches/offices of The Bank through Bank's intranet.
- Bank seeks the perpetual Licence at Enterprise level for the Branch user without any constraint. Bank may extend this feature to corporate clients / sub-member Banks without any additional cost to bank.

- The user interface of the solution should be simple and intuitive.
- The solution should be readily available with the bidder/OEM.
- The solution should have error and exception handling mechanism to find the exact reason for an error. The error message should be user friendly.
- The solution should be as approved by NPCI and meeting all the requirement as change/amended by NPCI time to time without any additional cost to bank.
- The solution should be capable of interacting with open database and can be install open operating system.

**(B) Implementation Strategy and Functionalities required from the solution**

- The Central Server will be located at Central locations (DC & DR) identified for the purpose, as decided by Bank.
- All the scanning centers should be operational in an on-line real-time mode i.e. the scanning centers will be connected to the central server on an online real time basis. The data shall reside on central server for all transactions.
- The solution should provide facility for capturing the data in respect of Mandate registration (sponsoring Bank) through data entry module/screen/format. Such data capturing would be done at Head Office/Service Branches/Branches having scanning facility using the proposed application software. The data shall be stored in the Central server on a real time basis.
- Similarly the data for periodical collection/demand of the so registered mandates will be processed in the proposed application software and will be submitted to NPCI as per the process prescribed by them such as digital signature and XML format etc.
- Inward file is received (destination Bank) in respect of Mandate registration the service branch will process the same in the proposed application software and the application software will support processing of said digitally signed/XML files. The acceptance will be done using the proposed application software.
- Similarly while inward file is received (destination Bank) in respect of Transaction processing the service branch will process the same in the proposed application software and the application software will support processing of proposed digitally signed/XML files. The application software should provide the transaction based integration with CBS and updating status such transaction in local database.
- **To begin with, the scanning will be from Hub and spokes model where in Branch Office /Service branches will scan the mandates and data stores in Nodal branch in real time. Such being the case the proposed application should be compatible with**

all CTS and Flatbed scanners available in the market without any additional installation and plug-in.

- However in Phase – II Bank is looking forward for scanning from selected branches using Flat bed scanners provided to branches. In such case the vendor shall make compatible the flat bed scanner by providing required API.
- The application should have user-friendly and powerful querying mechanism and help effective information fetching (data & image) based on The Bank defined parameters, processing logic, rules and criteria.
- The application must have facility for uploading the data in batches as per NPCI time windows.
- The solution should impose maker & checker concept for all the transactions and sufficient audit trail has to be maintained.
- The right to allow restrict or limit the use of any functionality (including admin functionality would be at Bank's control.
- The application shall be able to do single sign on facility using Active Directory Services so that the user creation/assignment of role and responsibility and generation of required reports go smooth.
- Provision for adequate reports/MIS, at Corporate/Administrative/Head Office/Zonal Office/Branch level for smooth reconciliation monitoring purposes, to track the progress of all Mandates registration and its related transactions etc.
- The solution should be capable of considering the Branch ID (5 digits) and printed serial number of the mandate (6 digits) for the data entry purposes. The combination of which will create uniqueness of the mandate. Also the reports should be available Circle wise/Zone wise/Branch wise. It is to say that the CBS Branch master be used for this purpose.
- The solution should generate the NPCI required file format for manual upload to begin with but should support Host to Host interface with NPCI.
- The proposed solution should have the capability for representation of the failed Mandate /returns in ACH System. For eg. Returned for insufficient funds etc. System should be capable of repeat presentation/iteration after a reasonable interval till its realisation.
- A flag with regard to returned records marking consecutive returns more than 3 (three) times (or more as per NPCI rule) should be available so that the bank can isolate such records for further action.



### **(C) Other Important Functionalities**

1. SMS alerts to Customers on Mandate on account of Registration/Amendment/Cancellation of mandates using SMS gateway of Bank.
2. The Proposed System includes a charge master which helps sponsor and payer/destination banks to charge originators and payers respectively for Mandate registration and periodical transactions and should be able to pass the financial entries in CBS account wise using API
3. Facility of Sending E-mail to the customer is also required using integration of bank E-mail server.
4. MIS/Dashboards is required Bank as a whole/Head office wise, Zone wise and Branch wise for monitoring Mandate status.
5. System should be capable of providing sufficient security so that no file is processed more than once.
6. All the necessary Operation Manuals (Job Cards) are required to be provided for Service Branch as well as for Nodal Branch and for DBAs for carrying out day to day activities.
7. The bidder should also provide the detail architecture of the whole system and database schema and logical flow of the technical flow diagram of the processes running in the system.
8. The vendor should provide admin related activities to be carried to maintain the software and data base.
9. The solution should provide a facility for processing mandates as per the process flow as depicted hereunder under Sr. no. 7 **“Broad Functional Requirement”**

### **(D) Bidder Compliances**

- The successful bidder will be responsible for all aspects of implementation. The Bidder will also be required to provide post implementation support and maintenance for one year post warranty period.
- The successful Bidder shall be responsible for providing Training to various target groups at the central nodal branch.
- Any regulatory changes which are necessitated in the proposed solution due to changes in the law or provisions or directions introduced /issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, NPCI, other regulatory authorities or due to industry level changes will be promptly effected by the selected bidder to the Bank during the warranty/AMC period as per Contract Terms and Conditions at no additional cost.

- The bidder shall guarantee that the software/packages supplied to Bank are licensed, legally obtained and will not require any further license costs, other costs. All software supplied shall be of latest version with latest patches.
- As per NPCI guidelines any modification/deletion (amend/cancel) of mandates of the customer needs to give a fresh mandate. These amend/cancellation would have to go through the scanning and data entry process bearing reference to earlier UMRN No.
- The vendor will provide the software utility, regular maintenance including periodical data backups will be done by bank personnel. The vendor to provide required backup scripts for backing up data as well as executables.
- In case, the bidder has not indicated any component/module in their proposed solution and is required for implementation of solution, the successful bidder has to provide required utilities, within the contracted price.
- For compatibility of the scanner it is the responsibility to provide required API.

#### **(E) Hardware Requirements**

- a. Bidder has to specify the requirement of the server/s and connected hardware and system software for implementing their proposed solution as per the specification in RFP. (The details will include the specification of the Server, the operating system suggested and the RDBMS etc.)
- b. Price of Hardware and System Software do not form part of the Bid. The Bank has its right to scale up/down the hardware specification based on the estimated business growth.
- c. The bank will provide Hardware and OS as specified by the bidder and the selected bidder will take up installation flawlessly on the said Hardware.
- d. However the Bank has the option to install the application on Virtualisation set up. **A CONFIRMATION FROM THE VENDOR IS SOUGHT THAT THE PROPOSED APPLICATION IS COMPATIBLE.**

#### **(F) DR Set up:**

The scope covers the installation of the software in DR setup also. (i.e. the scope cover the license and/or installation charges for DR setup also)

## 7. Broad Functional Requirement

### Process Flow:

- A. The Bank will adopt the **HUB and SPOKE** model for implementing MMS and handling ACH Debit system to start with in **Phase - I**. The hub centre being one Nodal Branch and spoke centre being each Service Branch / **Service** branches having scanners (CTS/Flatbed).The Bank will identify a nodal branch(hub centre) for Mandate processing and required interaction with NACH portal.
- B. Scanning functionality to identified/selected branches/ all branches where CTS scanners (make and model as mentioned in RFP) and/or flatbed scanners (different make and models) are available.
- C. The data entry may be done in the web based application directly by the said branches and stored in the central data base. The Nodal branch will process the same and transmit the same to NPCI. The offered solution shall support this process.
- D. Individual transaction based API integration to take place between CBS and the proposed solution. However the solution should have the capability to provide direct interface with CBS which will be implemented by the bank at a later stage. File formats shall be shared with the selected bidders.
- E. The Bank looks for a host to Host model for transmission of files with NPCI automatically as stipulated by NPCI. But initially the bank may transmit the files manually with NPCI till its stabilisation.
- F. The Server will be located Central (DC & DR).
- G. The individual branch will forward their Mandates to their specified/attached Branches/scanning centres/ Service Branch etc. All data entry and scanning work will take place at the scanning centres.
- H. All data entry job will be done by our staff / outsourced people at scanning centres.
- I. Data from scanning centres will travel to the truncating branch online/stored in central server.

## 8. Terms and Conditions

### 8.1 Technical Inspection and Performance Evaluation

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

### 8.2 Payment Terms

Bank of Maharashtra will make payment as follows:

- Bank of Maharashtra will pay 90% of the application software after successful go live.
- 10% after one year of the go live of the application software.
- 50% of the implementation cost on successful delivery, installation and go live.
- Remaining 50% of the implementation cost will be paid after three months of the go live.

#### Payment for ATS/ AMC

- The warranty period for the Software shall be one year after full go live.
- ATS/AMC for Software shall be released on quarterly basis after the end of the quarter.

Payment will be released centrally.

### 8.3 Implementation (Delivery, Installation and Commissioning)

The Bidder shall be responsible for delivery and installation of the application/solution for making them fully operational at no **additional charge within two weeks of receiving the purchase order**. The Delivery & Installation/Certificate will be signed by the Chief Manager of Service Branch. The Bidder shall be responsible for implementing the services as per the tender reference No 6 & 7 of this RFP and making them fully operational **within 2 weeks of receiving the purchase order**

If the bidder fails to deliver and/or install all the equipment ordered within the stipulated time schedule, it will be a breach of contract and Bank of Maharashtra may invoke the bank guarantee without any notice. In the event of Bank of Maharashtra agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank of Maharashtra before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. At the discretion of Bank of Maharashtra, there will be an acceptance test conducted by the bidder in presence of Bank of Maharashtra officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in hardware/software supplied, Bank of Maharashtra may cancel the entire purchase order and return the equipment back to the bidder at bidder's costs and risks.

#### **8.4 Completeness of Installation**

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

In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire site will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 30 days.

#### **8.5 Order Cancellation**

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

If the Bidder fails to execute any or all of the PROJECT within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Bank or If the Bidder fails to perform any other obligations(s) under the Contract.

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 against the advance payment/submitted at the time of bid.

#### **8.6 Inter-working of Hardware and Software.**

The bidder must integrate hardware, software and networking components supplied by him to make the system integrated and fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same.

The bidder must also take necessary steps to successfully install all the software components supplied by him on the hardware supplied/provided by bank. Moreover, any relevant software patches that are required to be applied, to the system software to make it compatible with supplied hardware must be identified and installed from time to time during the warranty and AMC period.

#### **8.7 Acceptance Tests**

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

## **8.8 Hardware and Software Warranty**

The selected bidder shall give warranty for a minimum period of one year from the date of successful implementation of the project. During the warranty period, the Vendor will have to undertake comprehensive maintenance of the entire system, including hardware, Hardware components, application and system software, other hardware, and interfaces, software and accessories supplied by the bidder.

In respect of all application software products offered and supplied, the bidder shall offer One year warranty. The bank can seek any bug fix, customization of software at no extra cost during the warranty period/AMC.

During the warranty period the bidder shall maintain the acceptance criteria and the bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective) and transport charges from and to the Sites in connection with the repair/replacement of the system or any component/part there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the tender. Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, bidder shall maintain the systems and repair/replace at the installed site all defective components, at no charge to Bank of Maharashtra.

## **8.9 Annual Maintenance Charges**

The bidder should provide post warranty AMC services on the cost of Software. The offer must give commitment to provide maintenance at the rates quoted for five years from the date of expiry of warranty. Bidders are expected to maintain the equipment supplied for at least six years from the date of acceptance by Bank of Maharashtra.

Bank of Maharashtra will pay AMC Charges in Indian Rupees at the end of each quarter for every quarter.

The selected bidder shall submit performance Bank Guarantee at the time of signing of contract to the tune of 10% of contract value covering one year period of warranty.

Before expiry of warranty period, the bidder shall submit Bank Guarantee equivalent to Annual Maintenance Charges of the cost of Hardware/Software. This Bank Guarantee shall be valid for the entire period of AMC.

On expiry of the warranty period, it would be the Bank's discretion to award the A.M.C. to the bidder of Bank's choice.

During the warranty period and during the subsequent AMC period, the bidder would be required to maintain software to ensure prompt attendance to faults.

### **8.10 Liquidated Damages**

If there is a delay by the bidder in the delivery of the software as will be mentioned in the purchase order, the bidder will be liable to pay a sum of 1% (one percent) of the order value per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. In case the complete delivery is delayed beyond the scheduled delivery date, Bank Of Maharashtra reserves the right to cancel the contract and return the partially delivered equipment, if any, at the cost of the bidder and the entire amount received by the bidder by way of advance will be returned immediately together with interest thereon @ 2% per month from the date of receipt of advance till the date of refund. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value.

### **8.11 Penalty for delay**

If the installation /commissioning of the Software/Hardware supplied are not commissioned within one week from the date of delivery, Bank of Maharashtra will charge penalty @ 0.5% of the order value per week or part thereof, subject to a maximum of 6%.

### **8.12 Penalty for downtime**

Since the activity at Service Branch is time critical and high availability of equipment and application is essential. In case of any breakdown/problem reported regarding the software would require to be attended to by the vendor within **1 hour** of being reported by the bank and rectified within **4 hours** of such reporting. If the software/machine is not restored to operational condition within the said four hours a penalty of Rs 1000/- will be levied for each hour of delay (subject to a ceiling of 5% of the order value) and recovered from the payment due to the vendor. If the repairs would result in the facility going down entirely, the vendor shall provide for portable standby machines to keep the center functioning till such time the repairs have been done.

During warranty/AMC period, the penalty would be recovered from the vendor from the 1% retention amount. If the 1% amount is not sufficient to recover the penalty, the vendor would be liable to pay the penalty amount within a period of 15 days from the date of demand made by the bank through its branches/offices. If the vendor does not make the payment of penalty within the stipulated period, the bank is free to invoke the bank guarantee and recover the amount.

### **8.13 Right to Audit**

The Bidder shall permit application/solution to be audited for quality and information security by Bank's authorized representatives or the agencies duly authorized by the Bank.

#### **8.14 Service Level Agreement**

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

#### **8.15 Bank Guarantee**

Within 15 (fifteen) days (inclusive of holidays) of date of Commencement & Acceptance, the successful Bidder shall furnish a bank guarantee for a period of 12 months from the date of acceptance to the Bank. Bank Guarantee for an amount of 10% equivalent to application cost (value arrived at in **Annexure-F**). The bank guarantees issued by any scheduled commercial bank other than Bank of Maharashtra is acceptable to the Bank.

#### **8.16 Indemnity**

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

#### **8.17 Publicity**

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

#### **8.18 Guarantees**

Bidder should guarantee that the software supplied to Bank of Maharashtra is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

#### **8.19 Force Majeure**

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

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



## **8.20 Resolution of Disputes**

Bank of Maharashtra and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If after thirty days from the commencement of such informal negotiations, of the bank and the bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

The parties agree that in the event of a continuing dispute between the Parties in connection with this agreement that could not be resolved through the process detailed above, the Parties shall refer such dispute to arbitration by a single arbitrator to be appointed as per the provisions of Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English. The venue of the arbitration shall be at Pune. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the Parties. The expenses of Arbitration proceedings, excluding the respective counsel fees, will be equally shared and paid by the Parties. All disputes shall be subject to jurisdiction of courts in Pune.

## **8.21 Confidentiality and Security**

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

Access to customer information by staff of the Bidder shall be limited to those areas where the information is required in order to perform the outsourced function.

The Bidder must ensure to isolate and clearly identify the bank's customer information, documents, records and assets to protect the confidentiality of the information. In instances, where the Bidder acts as an outsourcing agent for multiple banks, care should be taken to build strong safeguards so that there is no commingling of information/documents, records and assets.

Bank shall review and monitor the security practices and control processes of the Bidder on a regular basis and require the service provider to disclose security breaches.

## **8.22 Future additions of Hardware/Software**

- Bank would have the right to:
- Shift the supplied system to an alternate site of its choice.
- Disconnect/connect/Substitute accessories etc. or device or any equipment/software acquired from another vendor.
- Expand the capacity/enhance the features/upgrade the hardware/software supplied either from the vendor or another vendor or developed in-house.

The warranty or service contract terms would not be considered as violated if any of above takes place. Should there be a fault in the operations of the system the vendor, would not unreasonably assume that the cause lie with those components/software not acquired from them.

### **8.23 Loading of Anti-Virus Solution**

Bank of Maharashtra is implementing an Enterprise-wide Anti-Virus Solution across all the branches. The successful bidder will cooperate with the existing vendor of the Anti-virus solution for loading of the Anti-Virus solution on the servers /desktops or hardware, if any forming part of the proposed solution.

### **8.24 Training**

Following training shall be arranged by the successful Bidder as part of implementation of the project:

- Complete and comprehensive training in MANDATE MANAGEMENT software at 4-6 centers as decided by bank in batches.
- Bidder should provide software maintenance and Database maintenance for a Core team of 3-5 participants in central location for a period of 1-2 working days.
- Training to field representative (through a group through our Zonal Office). The number of batches, batch size and duration can be mutually discussed and finalized depending on the need of the bank.
- Detailed manual of the software and job cards need to be provided as a part of the software supply and installation.

### **8.25 Implementation Plan & Schedule**

The successful Bidder shall provide all Services specified hereunder and in the Technical and functional specifications. If the Bank finds that any of the staff of the Bidder assigned to work at the purchaser site is not responsive then the Bidder will be notified, the Bidder should resolve the issue to the satisfaction of the Bank.

- Bidder shall supply and install the Software within 5 days after accepting LOI.
- Bidder shall install the MANDATE MANAGEMENT application software along with other necessary software to make ready the system for MANDATE MANAGEMENT for test run within 2-3 days from the date Bank notifying its site readiness.
- Pilot run shall start immediately at selected nodal branch to be identified by the Bank Pilot run completion 10 days.

# Annexure A - Tender offer cover letter

Date: \_\_\_\_\_2015

Tender Reference No.: \_\_\_\_\_

To:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_2015

Signature: \_\_\_\_\_

(In the Capacity of :) \_\_\_\_\_

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

## Annexure B – Details of the Bidder

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

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group)  2011-12 2012-13 2013-14	
9.	Profit of the company (not of group)  2011-12 2012-13 2013-14	
10.	Sales Tax Number	
11.	Income Tax Number	
12.	Whether direct manufacturer or authorized dealers/agent	
13.	Name and Address of manufacturer of Servers	
14.	Location of Manufacturing facility	
15.	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	
16.	Brief Description of after sales service facilities available with the bidder Please fill up Annexure G also.	
17.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	

## Annexure – C: Details of Item required to be provided by Bank

Configuration and Nos of servers, Work-stations, peripherals, software etc to be provided by the Bank for the solution: (Please specify)

Sr. No	Item Description with details specifications	Quantity
1		
2		

Etc....

(Please provide details in the above format. All systems software required must also be unambiguously specified)

## Annexure D - Details of Track Record (Past Installations)

Name of the Vendor \_\_\_\_\_

Name of the Bank	Software/ Application Details	Date of completion of delivery as per contract as well as Actual		Contact person <ul style="list-style-type: none"> <li>• Name</li> <li>• Tel. No.</li> <li>• Fax No.</li> <li>• Address</li> </ul>	Total Amount of Order
		As per contract	Actual		

Date: \_\_\_\_\_

Place: \_\_\_\_\_

## Annexure E - Details of Service Centers

Sr No	Place	Own or Franchise	Postal Address	Contact numbers	Service Facilities available (Describe)	Number of service engineers	Time to report to the location
1							
2							
3							

## Annexure F - Bill of Materials

### Schedule of Items

#### Schedule I – Application Software

Sl.	Item	Amount in Rs.
1	Application Software as per clause 6 & 7 with Comprehensive one year warranty (Corporate License)	
2	One Time Implementation Cost.	
	<b>TOTAL</b>	

#### Schedule II – AMC (Post Warranty)

Sl.	Item	Total Price
<b>1</b>	<b>Application Software</b>	
	2 <sup>nd</sup> Year AMC Charges	
	3 <sup>rd</sup> Year AMC Charges	
	4 <sup>th</sup> Year AMC Charges	
	5 <sup>th</sup> Year AMC Charges	
	6 <sup>th</sup> Year AMC Charges	
	<b>TOTAL</b>	

#### Schedule –III TCO for L1:

**For arriving at the TCO, the following table will be considered:**

Sl.	Particulars	Amount in Actual Rupees
1	Total of Schedule –I	
2	Total of Schedule – II (AMC)	
3	<b>TOTAL COST 1 + 2</b>	

Note: All the Columns in all the above tables of Annexure –F must be completely filled and should not be kept blank.



## Annexure G : FORMAT FOR PRE BID QUERIES

### A ) Queries Related to RFP

RFP : 022015		Supply, Installation & Maintenance of Web based Application Software For Mandate Management and other services Under NACH platform.			
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

### B) General queries Related to RFP

RFP : 022015	Supply, Installation & Maintenance of Web based Application Software For Mandate Management and other services Under NACH platform.	
BIDDERS NAME		
Sr. No.	General Query related to RFP	Comment / Suggestions

# Annexure H - Performa for the Bank Guarantee for Earnest Money

## Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid upto

Amount of Bank Guarantee: Rs.

To,

Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

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

1. Whereas the Beneficiary had invited tenders for supply, installation & maintenance of Web-based Application for Mandate Management and other Services under NACH Platform, vide tender No 022015 dated \_\_\_\_\_.

2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 1 lakh (Rs. One Lakh only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.

3. M/s XYZ & Co.Ltd. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Servers at given locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.

4. At the request of the said M/s.XYZ & Co. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. 1 lakh (Rupees One lakh only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

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

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

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

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

Notwithstanding anything contained herein:

- a. The liability of the Bank under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_  
\_\_\_\_\_. (Rupees \_\_\_\_\_).
- b. This Bank Guarantee shall be valid up to \_\_\_\_\_.

c. Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before \_\_\_\_\_ (date of expiry of the Guarantee).

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

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

For and on behalf of the Guarantor Do so and

to affix the seal of the Bank, in the presence of .....

## Annexure I – FORMAT - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 022015

1. We acknowledge that we have received, read, understood and agreed to all terms (including Scope, Broad functionality, payment terms etc) in the Tender Document no. 022015 for the Servers procurement.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
11. Please note that BANK OF MAHARASHTRA may consider debaring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
14. If successful, we are agreed to provide uninterrupted service for next 5 years.

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

**Name:**

**Stamp:**

**Designation:**

**Place:**

**Date:**

**Organization:**

**Signature:**

## Annexure J – FORMAT – Technical Features Required

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

Sr. No.	Specification required by Bank	Offered (Yes/No)
<b>Scope of Work</b>		
<b>(A)</b>	<b>Software/ Solution Technical Requirements</b>	
1	The solution should be able to handle the mandate management both for inward and outward.	
2	The solution should provide in-built encryption and decryption functionality.	
3	The solution should have in-built digital signer tool to do digital signing using digital signature available on USB token.	
4	The solution should be able to pull and push the files from NPCI to local server and vice versa without any manual interval.	
5	The Solution should be able to pull data from NPCI site via host to host integration.	
6	The solution should be able to handle the NACH files and pull process the same after the verification of mandate logic and financial transaction should be push to CBS through API level integration and able to pull the response back update the status. The final response file thus created should be encrypted and digitally signed then push to NPCI back.	
7	The solution should be able to handle all variants of financial files received from/to be remitted to NPCI as sponsor/destination. It should be able to generate status of each file separately and the same can be remitted to corporate client.	
8	The solution should be able to handle the reconciliation of the all the financial transaction on daily basis and generate report as required by bank.	
9	The solution should be able to capture all type of response received from NPCI server and update the same in local database.	
10	The solution should be web enabled solution, with no download of any other software required on any client machine (That is to run the solution, the browser should be sufficient - an URL based solution).	
11	The proposed solution should be a centralized, integrated, uniform and standardized solution to be accessible across all Branches/offices of The Bank through Bank’s intranet.	

12	Bank seeks the perpetual Licence at Enterprise level for the Branch user without any constraint. Bank may extend this feature to corporate clients / sub-member Banks without any additional cost to bank.	
13	The user interface of the solution should be simple and intuitive.	
14	The solution should be readily available with the bidder/OEM.	
15	The solution should have error and exception handling mechanism to find the exact reason for an error. The error message should be user friendly.	
16	The solution should be as approved by NPCI and meeting all the requirement as change/amended by NPCI time to time without any additional cost to bank.	
17	The solution should be capable of interacting with open database and can be install open operating system.	
<b>(B)</b>	<b>Implementation Strategy and Functionalities required from the solution</b>	
1	The Central Server will be located at Central locations (DC & DR) identified for the purpose, as decided by Bank.	
2	All the scanning centers should be operational in an on-line real-time mode i.e. the scanning centers will be connected to the central server on an online real time basis. The data shall reside on central server for all transactions.	
3	The solution should provide facility for capturing the data in respect of Mandate registration (sponsoring Bank) through data entry module/screen/format. Such data capturing would be done at Head Office/Service Branches/Branches having scanning facility using the proposed application software. The data shall be stored in the Central server on a real time basis.	
4	Similarly the data for periodical collection/demand of the so registered mandates will be processed in the proposed application software and will be submitted to NPCI as per the process prescribed by them such as digital signature and XML format etc.	
5	Inward file is received (destination Bank) in respect of Mandate registration the service branch will process the same in the proposed application software and the application software will support processing of said digitally signed/XML files. The acceptance will be done using the proposed application software.	
6	Similarly while inward file is received (destination Bank) in respect of Transaction processing the service branch will process the same in the proposed application software and the application software will support processing of proposed digitally signed/XML files. The application software should provide the transaction based integration with CBS and updating status such transaction in local database.	
7	<b>To begin with, the scanning will be from Hub and spokes model where in Branch Office /Service branches will scan the mandates and data stores in Nodal branch in real time.</b> Such being the case the proposed application should be compatible with all CTS and Flatbed scanners available in the market without any additional installation and plug-in.	

8	However in Phase – II Bank is looking forward for scanning from selected branches using Flat bed scanners provided to branches. In such case the vendor shall make compatible the flat bed scanner by providing required API.	
9	The application should have user-friendly and powerful querying mechanism and help effective information fetching (data & image) based on The Bank defined parameters, processing logic, rules and criteria.	
10	The application must have facility for uploading the data in batches as per NPCI time windows.	
11	The solution should impose maker & checker concept for all the transactions and sufficient audit trail has to be maintained.	
12	The right to allow restrict or limit the use of any functionality (including admin functionality would be at Bank's control.	
13	The application shall be able to do single sign on facility using Active Directory Services so that the user creation/assignment of role and responsibility and generation of required reports go smooth.	
14	Provision for adequate reports/MIS, at Corporate/Administrative/Head Office/Zonal Office/Branch level for smooth reconciliation monitoring purposes, to track the progress of all Mandates registration and its related transactions etc.	
15	The solution should be capable of considering the Branch ID (5 digits) and printed serial number of the mandate (6 digits) for the data entry purposes. The combination of which will create uniqueness of the mandate. Also the reports should be available Circle wise/Zone wise/Branch wise. It is to say that the CBS Branch master be used for this purpose.	
16	The solution should generate the NPCI required file format for manual upload to begin with but should support Host to Host interface with NPCI.	
17	The proposed solution should have the capability for representation of the failed Mandate /returns in ACH System. For eg. Returned for insufficient funds etc. System should be capable of repeat presentation/iteration after a reasonable interval till its realisation.	
18	A flag with regard to returned records marking consecutive returns more than 3 (three) times (or more as per NPCI rule) should be available so that the bank can isolate such records for further action.	
<b>(C)</b>	<b>Other Important Functionalities</b>	
1	SMS alerts to Customers on Mandate on account of Registration/Amendment/Cancellation of mandates using SMS gateway of Bank.	
2	The Proposed System includes a charge master which helps sponsor and payer/destination banks to charge originators and payers respectively for Mandate registration and periodical transactions and should be able to pass the financial entries in CBS account wise using API	
3	Facility of Sending E-mail to the customer is also required using integration of bank E-mail server.	
4	MIS/Dashboards is required Bank as a whole/Head office wise, Zone wise and Branch wise for monitoring Mandate status.	



5	System should be capable of providing sufficient security so that no file is processed more than once.	
6	All the necessary Operation Manuals (Job Cards) are required to be provided for Service Branch as well as for Nodal Branch and for DBAs for carrying out day to day activities.	
7	The bidder should also provide the detail architecture of the whole system and database schema and logical flow of the technical flow diagram of the processes running in the system.	
8	The vendor should provide admin related activities to be carried to maintain the software and data base.	
9	The solution should provide a facility for processing mandates as per the process flow as depicted hereunder under Sr. no. 7 "Broad Functional Requirement"	
<b>(D)</b>	<b>Bidder Compliances</b>	
1	The successful bidder will be responsible for all aspects of implementation. The Bidder will also be required to provide post implementation support and maintenance for one year post warranty period.	
2	The successful Bidder shall be responsible for providing Training to various target groups at the central nodal branch.	
3	Any regulatory changes which are necessitated in the proposed solution due to changes in the law or provisions or directions introduced /issued by Government of India, State Governments, other governmental authorities, Reserve Bank of India, NPCI, other regulatory authorities or due to industry level changes will be promptly effected by the selected bidder to the Bank during the warranty/AMC period as per Contract Terms and Conditions at no additional cost.	
4	The bidder shall guarantee that the software/packages supplied to Bank are licensed, legally obtained and will not require any further license costs, other costs. All software supplied shall be of latest version with latest patches.	
5	As per NPCI guidelines any modification/deletion (amend/cancel) of mandates of the customer needs to give a fresh mandate. These amend/cancellation would have to go through the scanning and data entry process bearing reference to earlier UMRN No.	
6	The vendor will provide the software utility, regular maintenance including periodical data backups will be done by bank personnel. The vendor to provide required backup scripts for backing up data as well as executables.	
7	In case, the bidder has not indicated any component/module in their proposed solution and is required for implementation of solution, the successful bidder has to provide required utilities, within the contracted price.	
8	For compatibility of the scanner it is the responsibility to provide required API.	

<b>(E)</b>	<b>Hardware Requirements</b>	
1	Bidder has to specify the requirement of the server/s and connected hardware and system software for implementing their proposed solution as per the specification in RFP. (The details will include the specification of the Server, the operating system suggested and the RDBMS etc.)	
2	Price of Hardware and System Software do not form part of the Bid. The Bank has its right to scale up/down the hardware specification based on the estimated business growth.	
3	The bank will provide Hardware and OS as specified by the bidder and the selected bidder will take up installation flawlessly on the said Hardware.	
4	However the Bank has the option to install the application on Virtualization set up. <b>A CONFIRMATION FROM THE VENDOR IS SOUGHT THAT THE PROPOSED APPLICATION IS COMPATIBLE.</b>	
<b>(F)</b>	<b>DR Set up:</b>	
1	The scope covers the installation of the software in DR setup also. (i.e. the scope cover the license and/or installation charges for DR setup also)	

<b>Sr. No.</b>	<b>Specification required by Bank</b>	<b>Offered (Yes/No)</b>
<b>Broad Functional Requirement</b>		
<b>(A)</b>	<b>Process Flow:</b>	
1	The Bank will adopt the <b>HUB and SPOKE</b> model for implementing MMS and handling ACH Debit system to start with in <b>Phase - I</b> . The hub centre being one Nodal Branch and spoke centre being each Service Branch / <b>Service</b> branches having scanners (CTS/Flatbed).The Bank will identify a nodal branch(hub centre) for Mandate processing and required interaction with NACH portal.	
2	Scanning functionality to identified/selected branches/ all branches where CTS scanners (make and model as mentioned in RFP) and/or flatbed scanners (different make and models) are available.	
3	The data entry may be done in the web based application directly by the said branches and stored in the central data base. The Nodal branch will process the same and transmit the same to NPCI. The offered solution shall support this process.	
4	Individual transaction based API integration to take place between CBS and the proposed solution. However the solution should have the capability to provide direct interface with CBS which will be implemented by the bank at a later stage. File formats shall be shared with the selected bidders.	
5	The Bank looks for a host to Host model for transmission of files with NPCI automatically as stipulated by NPCI. But initially the bank may transmit the files manually with NPCI till its stabilisation.	
6	The Server will be located Central (DC & DR).	

7	The individual branch will forward their Mandates to their specified/attached Branches/scanning centres/ Service Branch etc. All data entry and scanning work will take place at the scanning centres.	
8	All data entry job will be done by our staff / outsourced people at scanning centres.	

## Annexure K – Declaration for Acceptance of Scope of Work and Broad Functional Requirement

To  
The Deputy General Manager  
IT, BPR & MIS,  
Bank of Maharashtra,  
“Lokmangal”,  
1501, Shivajinagar,  
Pune – 411005

Sir,

We have carefully gone through the Scope of Work and Broad Functional Requirement specified in the RFP document for selection of vendor for **RFP Ref No. 022015 Request For Proposal (RFP) FOR Supply, Installation & Maintenance Of Web based Application Software For Mandate Management and other services Under NACH platform.**

We declare that all the provisions of this RFP / Tender Document are acceptable to my company. We further certify that if selected as L1 bidder we undertake to commence the deliverable in stipulated time as specified in the RFP document.

Yours faithfully,

(Authorised Signature of the Bidder)

Printed Name :

Designation : Seal of the company

Date :

Business Address :