Bank of Maharashtra

Request for Proposal for Mobile Banking Solution
RFP Ref No.: 082014

Date: 19/02/2014

NON-DISCLOSURE AGREEMENT

All bidders must sign the Non-Disclosure Agreement (NDA) before obtaining the Request for Proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed. The NDA must be executed on the bidder's company letterhead. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA) must sign the NDA.

The bidder can be an OEM who owns the Intellectual Property Rights (IPR) of Mobile Banking Solution or can be a System Integrator (SI) who is authorized by an OEM to propose and implement the corresponding solution.

NDA format is provided below.

(On the Letterhead of the bidder)

Strictly Private and Confidential

Dy. General Manager
Information Technology

Bank of Maharashtra
"Lokmangal", 1501, Shivajinagar
Pune
Maharashtra, India

[Date]

[Salutation]

Non Disclosure Agreement

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for Mobile Banking Solution, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1.   We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.

2.   We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.

3.   We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.

4.   We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].

5.   This Agreement shall not prohibit disclosure of Confidential Information:
   - To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Mobile Banking Solution;

- To the extent that such disclosure is required by law;
- To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
- To our professional advisers for the purposes of our seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:

- For the purpose of a disclosure permitted by item 5 above; and
- To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.

7. This Agreement shall not apply to Confidential Information that:

- Is in the public domain at the time it is acquired by us;
- Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
- Is already in our possession prior to its disclosure to us; and
- Is independently developed by us.

8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.

9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.

10. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

11. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Pune courts.

Yours sincerely

Signature and Stamp of Company
[Authorized Signatory (same as signing the proposal) – Bidder]
Name:
Position:
Date:
We have read this Agreement fully and confirm our agreement with its terms

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1 INVITATION FOR TENDER OFFERS

Bank of Maharashtra (Bank) invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed entities for procurement of Mobile Banking Solution. In this RFP, the term bidder/ prospective bidder refers to the primary bidder together with other entities participating for delivering product/ services mentioned in the **scope of work**.

Complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.10,000/- (Rs. Ten Thousand only) by demand draft / Bankers cheque in favor of "Bank of Maharashtra" payable at Pune.

The bank reserves the right to reject any or all offers without assigning any reason.

Please note:

- The prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre-bid meeting at Bank of Maharashtra Head Office, Lokmangal, Pune. In case the prospective bidder downloads the document from the website of the Bank, the cost of tender document should be paid along with the bid responses. However, in order to participate in the pre-bid meeting, the tender document must be purchased by the prospective bidder.

- Bidders are required to submit a Bank Guarantee drawn in favor of "Bank of Maharashtra" payable at Pune, towards Earnest money Deposit (EMD) for Rs. 10 Lacs (Rupees Ten Lacs only) valid for 180 days from the date of submission of the bid. Offers made without EMD will be rejected. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any scheduled commercial bank acceptable to Bank of Maharashtra.

- **EMD/ Bank Guarantee must accompany all tender offers as specified in this tender document. EMD /Bank Guarantee should not be included with Technical or Commercial bid. It should be in separate cover to be handed over to the Bank.** For more details on EMD please refer 'Earnest Money Deposit' section 10.12.

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

- Technical and functional Specifications, Commercial Bid, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document and Annexure.

Dy. General Manager

Information Technology

2 SCHEDULE AND CONTROL SHEET

The following is an indicative timeframe for the overall process. 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 communicated to the affected Respondents during the process.

Tender Reference	
Price of Tender copy	**Rs. 10,000 /- (Non Refundable)**
Date of commencement of issue of tender document	19/02/2014
Date of closure of tender document	**05/03/2014 up to 14:00 hours**
Bid Security Deposit (EMD)	**Rs. 10,00,000/- (Rupees Ten Lacs Only)**
Queries to be mailed by	22/02/2014up to 14:00 hours
Pre Bid Meeting	24/02/2014 at 13:00 hours
Last Date and Time for receipt of tender offers	05/03/2014 **14:00 hours**
Date of opening of technical bids	05/03/2014 **16:00 hours**
Address of Communication	Deputy General Manager Information Technology Bank of Maharashtra, IT Department, Head Office, "Lokmangal" 1501, Shivajinagar PUNE – 411 005.
Contact Telephone Numbers	*(020) 25536051*
Fax No.	*(020) 2552 1568*
E-mail Id	Dwarkanath.pawar@mahabank.co.in vijay.gaikwad@mahabank.co.in
Website	www.bankofmaharashtra.in

3   STRUCTURE OF THE RFP

3.1   THE MASTER RFP

This document is the master RFP consisting of;

- an overview of services to be provided by the selected Bidder;

- an overview of the solution architecture, Bank's requirements related to Mobile Banking Solution required from the Bidder;

- the technical and commercial evaluation methodology which shall be followed to select the successful Bidder and;

- The terms and conditions to which this RFP and the Bidder responses shall be subject to Bank shall enter into a separate contract after selecting the bidder, which shall detail the terms and conditions.

3.2   ANNEXURE SEEKING RESPONSE FOR EVALUATION

A detailed set of annexure is provided to the bidder for formulation of responses for evaluation covering sections such as functional requirements, technical requirements, etc. The list of such annexure is provided in the table below.

Table 3-1: Annexure Seeking response for Evaluation

Annexure Reference Number	Content
ANNX-A	Functional and Technical Specifications with Bidder's response
ANNX-B	Commercial Bid

3.3   FORMATS

A list of formats is provided for the bidder to complete and submit as part of their technical and commercial bids. A detailed list of such formats is provided in the table below.

Table 3-2: List of Formats

Format Reference Number	Name of the Format
ANNX-1	Bank Guarantee Proforma For Earnest Money Deposit (EMD)
ANNX-2	Bidder's Profile
ANNX-3	Commercial Compliance Certificate
ANNX-4	Compliance Certificate
ANNX-5	Proposed Agency Profile
ANNX-6	Confirmation of Terms and Conditions
ANNX-7	Tender Offer Cover Letter
ANNX-8	Submission Check List
ANNX-9	Pre-Bid Query Format
ANNX-10	Confirmation of Eligibility
ANNX-11	Manufacturer's Authorization Form
ANNX-12	Declaration on RBI Compliance

4 INTRODUCTION

4.1 BACKGROUND

1. Bank of Maharashtra (herein after also referred to as 'The Bank' or 'Bank') is a nationalized Bank serving the nation for the last 75 years. The Bank has a three tier organizational set up consisting of Branches, Regional Offices and Head Office. The Head Office of the Bank is at 1501, Shivajinagar, Pune – 411005.

2. The Bank has 1800+ branches and 1000+ ATMs across the length and breadth of the country. In the state of Maharashtra, the Bank has 1000+ branches, the largest network of branches by any Public Sector Bank in a state.

3. The Bank has over 13 million customers served through 100% Core Banking branches spread across the country.

4. The successful bidder would be providing a comprehensive Mobile Banking Solution and carry out the implementation of the project. The successful bidder will be responsible for overall implementation of the entire solution.

4.2 PURPOSE OF THIS DOCUMENT

The Bank wishes to procure a Mobile Banking solution from reputed entities. Against this background, Bank of Maharashtra invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in providing Mobile Banking Solution, as per the technical and functional specifications provided in this RFP document.

DISCLAIMER:

The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. While effort has been made to include all information and requirements of the Bank with respect to the solution requested, this RFP does not claim to include all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where ever necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

4.3 EXISTING IT SETUP

The table below summarizes the various applications and interchanges being used at the Bank and provides details about their source (developed in house or outsourced).

Table 4-1 Existing IT Set up

Sr. No.	Application type	Application Name	Comment
1	Application	Core Banking application	Owned
2	Application	EFT Switch	Outsourced to a Vendor
3	Application	Internet Banking application	Owned
4	Application	Bulk SMS Gateway	Outsourced to a Vendor
5	Application	Debit Card Payment Gateway	Outsourced to a Vendor

5 ELIGIBILITY CRITERIA

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

The bidder must fulfill the criteria mentioned in the table below in order to bid.

5.1 FOR BIDDER (SI) OF THIS IMPLEMENTATION TENDER

No.	Eligibility Criteria	Documentary evidence to be submitted to the Bank
1	The bidder should be registered as a company in India as per Company Act 1956 and should have been in operation for a period of at least 3 year as on the date of RFP.	Attested copies of Certificate of Incorporation in case of Limited Company, Registration Certificate along with the latest partnership deed in case of partnership firm.
2	The bidder should have registered a turnover of Rs. 20 Crore or more for each year during the last 3 financial years i.e. years i.e. 2010-11, 2011-12 and 2012-13	Copy of audited balance sheets for last three financial years – 2010-11, 2011-12 and 2012-13 The legal entity name on the financial statements must be the same on the power of attorney, bid response and other financial documents.
3	The bidder must have demonstrated positive Net Worth, for the last three financial years i.e. 2010-11, 2011-12 and 2012-13	Copy of audited balance sheets and profit and loss statements for last three financial years – 2010-11, 2011-12 and 2012-13. The legal entity name on the financial statements must be the same on the power of attorney, bid response and other financial documents.
4	Bidder should have executed similar Mobile Banking Solution projects successfully in at least 1 Scheduled Bank in India The solution offered should be currently running successfully for minimum one year.	Bidder to Submit copy of purchase orders as documentary evidence.
5	The bidder shall be the owner / certified or authorized agent / reseller / partner for the solution offered.	Letter of authorization from OEM

No.	Eligibility Criteria	Documentary evidence to be submitted to the Bank
6	Bidder should not have been black listed in last 5 years by the Government / Government agency / Banks / Financial Institutions in India in the past. An undertaking to this effect must be submitted in their letter head.	The bidder in their company's letterhead shall provide declaration to this effect signed by the Chief Executive Officer/Company Secretary
7	Mobile Banking Solution offered should be compliant with RBI guidelines for Mobile Banking Transactions in India	Self Declaration as per the format provided

Please Note:

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The Bank reserves the right to verify /evaluate the claims made by The Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.

- Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same solution.

- If an agent submits a bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.

6 SCOPE OF WORK

6.1 BROAD SCOPE OF WORK

1. To implement a tested and proven technology, end-to-end solution on turnkey basis for the complete Mobile Baking Solution for the Bank

2. A unified mobility platform for mobile browser and rich clients with support for native rendering, common language programming, and advanced capabilities such as image trans-coding. Smart phones offering for diverse devices and browsers. Latest innovations from Apple, Google, Blackberry, Windows to be leveraged to deliver best-in-class user experience.

3. PUSH Notifications support for smart phones (in-app).

4. The Mobile Banking Solution offered should support:

   a. **Both GSM & CDMA** mobile operator technologies

   b. **All Channels including but not limited to** browser based (GPRS/WAP), mobile applications, SMS (encrypted/Plain Text), USSD

   c. **All existing mobile handsets, tablets and pads including but not limited to** Apple, Blackberry, Nokia, Samsung, HTC, Google, Motorola, Sony, Micromax, LAVA, Alcatel and Nexus etc

   d. **All existing mobile platforms including but not limited to:**

      i. Apple iPhone iOS 4.2.x, 5.x, 6.x etc and Apple iPad Tablet with OS 5.x, 6.x

      ii. Android Phone - ICS, Jellybean 4.x, Gingerbread 2.3.x, Honeycomb, Froyo 2.2.x, All Android Tablets - 7", 9.7"and 10.1" and Android official Nexus releases and screen sizes (both Tablets and phones)

      iii. Blackberry Phones 5.x, 6.x, 7.x, 10.x

      iv. J2ME (MIDP 2.0 compliant)

      v. Windows phones 7.5, 8, Windows 8 tablets

      vi. All versions of Symbian based Nokia mobile phones

      vii. Supports mobile handset software platforms like Java, Brew etc.

   e. All browsers including but not limited to Blackberry browser, Android browser, iOS browser, Firefox for mobile, Opera mini, dolphin, safari, chrome (on Android & iOS) (Any other operating systems, handsets and versions supported to be mentioned)

   f. Should support any new/updated browser within 1 month of launch of browser.

   g. Should support any new handset/tablet/pad/mobile platform within 1 month of launch of the device/ platform.

5. All functionalities given in functional specification to be provided. Also, vendor's strategy to keep updating for new functionalities to be provided. Maximum time for incorporating new functionality is 1 month

6. The solution should be capable of handling QR Code based transactions, Purchase of Third party product (gold coin, insurance, etc.), Mobile Wallet.

7. The solution should be capable of customizations including integration with CRM, Bank's Security Operation Center (SOC) and Bank's Multi-factor Authentication System

8. To provide secure and effective interface having integrated multi channel banking i.e. with Bank's Core Banking application and/or Financial Transaction Switch/Internet Banking/Call Centre/Complaint Management/Lead Management , SMS Alerts application etc as per the requirements for seamless integration without any dependency on or support from the existing application vendors. The mode of interface as suggested should be acceptable to Bank.

9. To maintain tie-ups and technical integration with IMPS-NPCI, various utility bill payment companies, consolidators for enabling payment of utility bills, Mobile/DTH Recharge, Airline/Train/Bus Ticketing, Hotel Bookings, Shopping and M-Commerce by customers of the Bank through mobile phones/tablets using the mobile commerce platform. Bank shall not require to interact or do direct business with any utility bill companies.

10. To provide clear roadmap for migrating existing customers of mobile banking to the new platform(s)

11. The offered solution should have various reporting capabilities such as User wise reports, Transaction wise reports, Channel wise reports, No of Registered/downloaded users, Reports based on filters such as user activity, customer, status, range of date/time, status etc. Provision to search for customers based on different search filters like name, mobile number, address, age, status etc.

12. The solution should comply with all the Operative Guidelines for Mobile Banking Transactions in India issued by the Reserve Bank of India (RBI) till date. The solution should also comply with any further guidelines and mandates issued from time to time by various agencies like RBI for Mobile Banking Transactions. The bidder has to undertake to incorporate, at no cost to the Bank, suitable changes in the solution as required from time to time to comply with any new rules and guidelines issued by RBI/IBA or any other statutory/regulatory body.

13. To implement the complete solution as per the technical/functional specifications given in the RFP document. The look and feel of the application should be finalized in consultation to the Bank. The branding is to be done using the color and logo of the Bank.

14. One dedicated resource (Technical) at Head office for the contract period

7 FUNCTIONAL AND TECHNICAL SPECIFICATIONS

The detailed list of functional & technical specifications is provided in the annexure **ANNX-A Functional and Technical Specifications**.

The bidders are required to respond to each line item present in the annexure **ANNX-A Functional and Technical Specifications** based on the instructions provided in RFP Section - Scoring Methodology for Functional and Technical Requirements.

8 SERVICE LEVEL AGREEMENT (SLA)

The Bank expects that the Bidder to adhere to the Service Levels described in this document. The bidders must submit a self confirmation that the solution proposed is designed and structured to meet or exceed the service levels.

8.1 SLA CATEGORIES

The SLAs expected for the project can be broadly divided into the following categories:

- Solution Implementation
- Service uptime and performance requirements

All these categories shall be measured for quality, completeness and timeliness as applicable. The bidder must ensure that tools/ solutions required to for automated monitoring and reporting of the service metrics are provisioned as part of the solution offering.

8.2 SLA REVIEW PROCESS

This section outlines the service metric/ levels that the solution offered must meet. Any other metric/ requirement required that is prevalent in industry must be proposed by the bidder as part of solution offering.

The bidder will disclose to the Bank, whenever sought, all contracts / subcontracts entered into for this RFP. The Bank reserves the right to call regular meetings of all/specific vendors during the tenure of the contract.

8.2.1 Solution Implementation

The solution must be implemented and rolled out within the timeframe mentioned in the Deliverables and Timelines section of this RFP, or earlier if proposed by the bidder in the response and agreed by the bank.

8.2.2 Service Uptime and Penalties

8.2.2.1 Penalties for Delayed Implementation

- The successful bidder is expected to complete the responsibilities that have been assigned on time.
- As a deterrent for delays during implementation, Bank may levy penalties for delays attributable to the bidder or the participating entities.
- One percent of the one-time integration/ implementation cost for the deliverables which suffers a delay in implementation would be levied as a penalty, for every fortnight delay in the implementation schedule.
- A cap of 20% of the Implementation fees for the deliverable suffering the delay would be applicable as penalties for delays in implementation.

8.2.2.2 Penalties for Service Uptime

The bidder shall guarantee an uptime of 99.9%, which shall be calculated on quarterly basis. The Uptime is equal to total contracted hours in a quarter less downtime. The Downtime is the time between the time of reporting by the Bank and time of restoration of service within the contracted hours. Restoration is the condition when the selected bidder demonstrates that the solution is in

working order and the Bank acknowledges the same. For SLA purpose a quarter will be treated as 90 days. If the bidder fails to maintain guaranteed uptime of 99.9% on quarterly basis, Bank shall impose penalty. If the uptime is below 97%, the Bank shall have full right to terminate the contract under this RFP.

Quarterly Uptime	Amount of Penalty
> 99.9 % to 100 %	No Penalty would be deducted
>99 % to <99.9 %	5 % of Amount Payable
>98 % to <99 %	10 % of Amount Payable
>97 % to <98 %	20 % of Amount Payable
<97 %	40 % of Amount Payable

8.2.3 Problem Management, Escalation

Bank requires the Vendor to provide reports on "Business Downtime" and a log of all issues that have been raised and Closed/ Pending Closure by the Vendor. The frequency of the report would be Weekly, Monthly, Quarterly and Yearly.

- The Vendor is expected to provide an application for logging issues. It should have an audit trail and updating functionalities and preferably have a role based access for the users. Bank should be able to retrieve the details of any issue logged and get the complete history of the issue including the enterer, date of entry, date and details of the solution, re-opened date with remarks, etc.
- The following escalation matrix would be applicable for the issues reported.

Table 8-1 Escalation Matrix (Tentative – Will be finalized with the Successful bidder at the time of Master Agreement)

Criticality / Elapsed Time	Level 1	Level 2	Level 3	Level 4
15 Minutes	Bank DC in – charge & AGM-CBS, AGM IT	-	-	-
30 Minutes	DGM-IT	Bank DC in – charge & AGM-CBS	Bank DC in – charge & AGM-CBS	-
2 Hours	GM-IT	AGM –IT	Bank DC in – charge & AGM-CBS	Bank DC in – charge & AGM-CBS
4 Hours	ED	DGM-IT	AGM-IT	AGM –IT
1 Day	CMD	GM-IT	DGM-IT	DGM-IT
Beyond 2 Days	-	ED	GM-IT	GM-IT

9 DELIVERABLES AND TIMELINES

The project with all the deliverables covering all the requirements in this RFP is to be completed as per the timelines given in this section.

Stage	Deliverables	Timelines
Stage 1- Preparation and finalization of implementation / rollout plan and customization	Bidder has to submit an implementation and rollout plan prepared in consultation with Bank's team. Bidder has to complete customization of Mobile Banking Application as per Bank's requirements.	4 weeks from placement of PO/ LOI
Stage 2 – UAT signoff in test environment	Bidder has to demonstrate all the functionalities/ requirements as depicted in scope of work along with all required customization including interface with the Bank's CBS, EFT Switch and Internet Banking Application Completion of UAT issues and UAT signoff	6 weeks from placement of PO/ LOI
Stage 2 – Soft Launch of Mobile Banking for select customers	Bidder has to provide remedies to all the issues cropped up during soft launch	7 weeks from placement of PO/ LOI.
Stage4 (Go-live)	• All the functionalities/ requirements as depicted in scope of work is to be made live. • Bidder to demonstrate fulfillment of all requirements in live environment	8 weeks from UAT signoff by the Bank
Stage 5 – Project Signoff	• After Go Live performance of Mobile Banking Solution will be observed for 60 days and problem if any will be reported to bidder. Bidder will have to provide solution to the issues raised.	4 weeks from the date of system go-live with all functionalities subject to resolution of all issues raised by the Bank.

10 TERMS AND CONDITIONS

10.1 GENERAL TERMS AND CONDITIONS

The following are the general terms and conditions proposed to be included in the Contract. Bank reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary before signing the final agreement.

The Bidder, selected for the project, will have to enter into a contract agreement directly with Bank. The contract agreement will contain various terms and conditions relating to payment, delivery, installation and operationalization, training, commissioning and acceptance, support during periods of warranty and maintenance, penalty due to delay in performance etc. All the diagrams, drawings, specifications and other related literature and information, provided by the bidder for the solution and agreed to by Bank, will also form a part of the agreement.

The successful bidder must initiate work on the project on the very next day of acceptance of Letter of Intent.

The bidder at his own expense will register the contract agreement by paying the appropriate amount of stamp duty. The first page of the contract agreement shall be on a stamp paper of appropriate value.

The bill for the services rendered must be furnished along with the prices thereof, as per the terms and conditions contained in this document. The Bidder will undertake to ensure that the prices are reasonable and in the range of prices for similar / same services available in the market. If any irregularity is detected anytime in respect of the above, Bank will have the right to take appropriate action against the Consultant/Bidder, as deemed fit by Bank.

Payment shall be made on the actual procurement however the commercial evaluation shall be on the Total Cost of Ownership (TCO).

ISMS Framework (ISO 27001:2005): The successful bidder and the team shall abide by the ISMS framework of the Bank which includes Incident Management, Change Management, Capacity Management, Configuration Management etc.

IPv6 Readiness: The bidder shall ensure that the entire Mobile Banking solution including hardware and software are IPv6 compatible and shall ensure the readiness as per the national roadmap for IPv6 deployment at no extra cost to the Bank.

Integration with existing SIEM Solution: The Mobile Banking Solution shall be integrated seamlessly with the Bank's existing SIEM Solution. As required by Bank the bidder and the OEM shall provide all the required information and data for integrating with SIEM.

10.2 APPLICATION

These conditions shall apply to the Mobile Banking project to be implemented in Bank.
For the purpose of the Purchase Agreement as well as for the purpose of the Tender Document, the Purchaser is:

Information Technology

Bank of Maharashtra
"Lokmangal", 1501, Shivajinagar
Pune – 411005

10.3 STANDARDS

The services and other materials including all deliverables and reports under the contract shall conform to the standards mentioned in the Technical Specification, indicated in this RFP as well as the Technical Bid submitted by the bidder and/or agreed between Bank and the bidder, and when no applicable standard is mentioned, the services/products/deliverables shall be supplied under the authoritative and appropriate international standards of the such services/products/deliverables and such standards shall be the latest issued by the concerned institution/s.

10.4 GOVERNING LANGUAGE

All correspondences and other documents pertaining to the contract shall be in English.

10.5 APPLICABLE LAW

The Contract shall be governed and interpreted in accordance with the Indian Laws.

10.6 NOTICES

Any notice given by one party to the other pursuant to the contract shall be sent to the other party (as per the address mentioned in the contract) in writing either by hand delivery or by registered post or by courier and shall be deemed to be complete only on obtaining acknowledgement thereof; or by telegram or by telex or by facsimile or by other electronic media and in which case, the notice will be complete only on confirmation of receipt by the receiver.
A notice shall be effective when delivered or on the notice's effective date, whichever is later.

10.7 RIGHT TO ALTER QUANTITIES

Bank reserves the right to alter the requirements specified in the Tender. Bank also reserves the right to delete one or more items from the list of items specified in the Tender. Bank will inform all Bidders about changes, if any.
The Bidder agrees that Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.

10.8 CONTRACT AMENDMENTS

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an Amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as a part of the contract. The details of the procedure for amendment shall be as specified in the contract.

10.9 USE OF CONTRACT DOCUMENTS AND INFORMATION

The bidder shall not, without Bank's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure

agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for the purposes of such performance.

Any document, other than the Contract itself, shall remain the property of Bank and all copies thereof shall be returned to Bank on termination of the Contract.

The bidder shall not, without Bank's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

10.10   INDEMNIFICATION

The bidder shall, at its own cost and expenses, defend and indemnify Bank against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.

The bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.

Bank will give notice to the bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.

The bidder shall also be liable to indemnify Bank, at its own cost and expenses, against all losses/ damages, which Bank may suffer on account of violation by the Bidder of any or all national/ international trade laws, norms, standards, procedures, etc.

10.11   CANCELLATION OF CONTRACT AND COMPENSATION

The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.

- The bidder goes into liquidation voluntarily or otherwise.

- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.

- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.

- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

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

10.12   EARNEST MONEY DEPOSIT

Bidders are required to submit a Bank Guarantee towards Earnest money Deposit (EMD) for Rs. 10 Lacs (Rupees Ten Lacs only) valid for 180 days from the due date of the RFP. Offers made without E.M.D.

will be rejected. The Bank will not pay any interest on the E.M.D. The Bank Guarantee shall be obtained from any scheduled commercial bank acceptable to The Bank. In case of Bank Guarantee from other than Public sector Banks prior permission of The Bank is essential. The Bank Guarantee should be valid for 180 days from the date of submission of the offer. The format of Bank Guarantee is enclosed as ANNX-1 Bank Guarantee Proforma for Earnest Money Deposit (EMD)

The EMD made by the bidder will be forfeited if:

1   The bidder withdraws his tender before processing of the same.

The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Bank.

The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.

The bidder violates any of the provisions of the terms and conditions of this tender specification.

The EMD will be refunded to

1   The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for Rs. 10 Lacs (Rs Ten Lacs Only) valid till the end of assignment period with additional claim period of 6 (six) months. The additional claim period does not include migration period and the PBG may need to be suitably extended accordingly.

2   The unsuccessful bidders, only after acceptance of the "Letter of Appointment" by the selected bidder.

10.13   RESOLUTION OF DISPUTES

The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws. All dispute or differences whatsoever arising between the selected bidder and Bank out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, after issuance of 30 days notice in writing to the other, clearly mentioning the nature of the dispute / differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of the purchase contract, executed between Bank and the bidder. In case, the decision of the sole arbitrator is not acceptable to either party, the disputes / differences shall be referred to joint arbitrators, one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be governed by the provisions of the Rules of Arbitration of the Indian Council of Arbitration under the exclusive jurisdiction of the courts at Pune, India.
The award shall be final and binding on both the parties and shall apply to the purchase contract.
Work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due or payable by Bank, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.
The venue of the arbitration shall be at Pune, INDIA under the exclusive jurisdiction of the courts at Pune, India.

10.14   DELAYS IN THE BIDDER'S PERFORMANCE

The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following:

Claiming Liquidated Damages

Termination of the purchase agreement fully or partly and claim liquidated damages.

10.15   LIQUIDATED DAMAGES

The Bank will consider the inability of the SI to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the SI. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the Antivirus Solution) by the SI.

Installation will be treated as incomplete in one/all of the following situations:

1.   Non-delivery of any component or other services mentioned in the order
2.   Non-delivery of supporting documentation
3.   Delivery/Availability, but no installation of the components and/or software
4.   No Integration
5.   System operational, but unsatisfactory to the Bank

If the SI fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to Rs. 10000/- per day; until actual delivery or performance and the maximum deduction is 10% of the overall contract price. Once the maximum is reached, the Bank may consider termination of the contract.

10.16   FORCE MAJEURE

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its 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 explicitly beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.

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

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

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

10.17   AUDITS

Bank can conduct any third party inspection/ audit for any phase. The bidder must make all necessary changes as mentioned by the results of these audits.

Bank will incur the cost of appointment of a third party for audit. Only after the successful completion of the third party audits, will the bidder be allowed to proceed to the next phase.

10.18   PRICES

The price charged by the bidder for the services performed for the Mobile Banking Project shall not vary from the contracted prices

No adjustment of the contract price shall be made on account of variation of costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Purchaser to the bidder for completion of the contractual obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract.

The price would be inclusive of all applicable taxes under the Indian law but exclusive of only applicable Service Tax and Octroi / Entry Tax / equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of bills. The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity. The entire benefits/advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank.

10.19   PROFESSIONAL FEES/CHARGES

If any of the items/activities as mentioned in the price bid are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees/ charges quoted by the bidder in the Price Bid against such activity/item. The Bank shall be paying the professional fees, only on actual basis, for which services have been availed during the contract period.

10.20   EXPENSES AND TAXES

The cost should include all related expenses. There are no additional expenses reimbursable to the Bank. The Bidder is expected to quote unit price in Indian Rupees for all components (hardware, software etc.) and services on a fixed price basis as part of the commercial Bid inclusive of all applicable costs and taxes like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of the bank but exclusive of only applicable Service Tax and Octroi / Entry Tax / equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of bills. The price quoted by the vendor should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty, excise tax etc. Further, receipts of such payments made to relevant authorities must be produced for Octroi / Entry Tax / equivalent local authority cess. The Bank will not pay any other taxes, cost or charges. Any upward / downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.

10.21   NON NEGOTIABILITY ON RFP

Bank is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good

the same at no extra costs to Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.

All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this Tender will remain unchanged unless explicitly communicated by Bank in writing to the Bidder. The Bidder shall at no point be entitled to excuse themselves from any claims by Bank whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

The Bidders shall adhere to the terms of this RFP and shall not deviate from the same.

10.22   ASSIGNMENT

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

10.23   SUBCONTRACTING

The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank.

10.24   LIMITATION OF LIABILITY

The aggregate liability of bidder in connection with this Agreement, the services provided by bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be limited to the extent of the contract value.

10.25   CONTRACT PERIOD

Bank of Maharashtra will enter into agreement with successful bidder for the duration of the project. The Bank reserves the right to terminate the contract, if the assignment is not proceeding in accordance with the terms of contract by issuing a notice of three months.

- Contract Continuity- The contract shall terminate only on explicit correspondence to that effect. Until that time, successful bidder shall continue to provide the service at the contracted price as per the agreement. As and when the Bank decides to change the Mobile Banking Solution or change the current business model / vendor, successful bidder has to coordinate for migration of existing registered user base to the Bank's new model without causing disruption of the Mobile Banking Services to customers of the Bank at no extra cost to the Bank. The migration period and the support required from successful bidder shall be communicated to successful bidder one month before the transition starts. Bank shall reserve right to revise the migration period. During transition period successful bidder shall at least, but not limited to, provide support in terms of migration support of assets and data, training and knowledge transfer and any other type of support during the defined transition period.

- In event of bidder insolvency, contract termination, bidder in M&A activity, and any other Force Majeure conditions, successful bidder shall continue to provide the service without causing disruption of the services to customers of the Bank at no extra cost to the Bank. Also, any interface

development carried out / customization done specifically for Bank shall be transferred to Bank at no additional cost

- The Bank may conduct audit of entire functioning of the Mobile Banking and associate services every 6 months or at a periodicity solely decided by the Bank. The audit will be conducted by either Bank officials or any firm / individual appointed by the Bank for the purpose. Bidder is expected to provide full assistance during these compliance audits and address any non-conformity identified during the audits. The Bank shall provide any such recommendations identified from third party audits and the bidder shall comply with such recommendations within such time as specified by the audit committee.

- At all times during implementation/ migration/ maintenance/ business-as-usual running, selected bidder needs to adhere to Banks' required compliances vis-à-vis security, confidentiality, integrity and availability and also any RBI guidelines on the same.

- Vendor shall at least, but not limited to, provide support in terms of migration support of assets and data, training and knowledge transfer and any other support during the defined transition period. There shall be no escalation of cost during transition period. Transition period will be for 6 months from date of start indicated by Bank.

- Change in-scope – All new discussions/ services, shall be treated as change in – scope and shall undergo change management process. All commercials relating to these points shall be decided as per Bank's requirement.

10.26 DELAYS IN DESIGN, IMPLEMENTATION AND PERFORMANCE GUARANTEE

The bidder must strictly adhere to the project timeline schedule, for each assignment for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following at sole discretion of the Bank.

- Claiming Liquidated Damages

- Termination of the agreement fully or partly

In addition to the termination of the agreement, The Bank reserves the right to appropriate the damages by invoking the performance guarantee.

10.27 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.

10.28 PRIVACY AND SECURITY SAFEGUARDS

The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed,

developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

10.29 CONFIDENTIALITY

This document contains information confidential and proprietary to the Bank of Maharashtra. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of the Bank of Maharashtra, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, pre-mature termination of the contract, or legal action against the bidder for breach of trust. The information provided / which will be provided, is solely for the purpose of undertaking the services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of BANK OF MAHARASHTRA. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited.

10.30 ADHERENCE TO TERMS AND CONDITIONS

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

10.31 EXECUTION OF SLA/NDA

The bidder and Bank should execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement. The bidder should execute the SLA and NDA within one month from the date of acceptance of Letter of Appointment.

10.32 OTHER TERMS AND CONDITIONS

Bank reserves the right to:

1   Reject any and all responses received in response to the RFP

2   Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery

3   To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time

4   Extend the time for submission of all proposals

5   Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)

6   Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.

7   Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.

8   Cancel the RFP at any stage, without assigning any reason whatsoever.

9   Interview the personnel being deployed on the project

10.33   PROFESSIONALISM

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

10.34   ADHERENCE TO STANDARDS

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities

The Bank reserves the right to conduct an audit/ongoing audit of the services provided by the bidder.

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

10.35   TERMS OF PAYMENT

The payment would be quarterly basis. Payment will be made to the bidder within 15 days from submission of invoice to the Bank after calculation of any penalties and any other costs to be levied.

10.36   AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Bank Secretary, authorizing an official or officials of the Bank or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

10.37   APPLICABLE LAW AND JURISDICTION OF COURT

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Pune (with the exclusion of all other Courts).

10.38   CONFLICT OF INTEREST

The Bidder shall disclose to The Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

10.39   EXIT MANAGEMENT

10.39.1 Purpose

- Cooperation and Provision of Information

The bidder shall promptly on the commencement of the exit management period supply to the Bank or its nominated vendors the following:

1 Information relating to the current services rendered, performance data relating to the performance in relation to the Mobile Banking services

2 Documentation relating to Intellectual Property Rights

The bidder shall provide the uninterrupted services at the existing terms until the alternate solution is available.

Before the expiry of the exit management period, the current vendor shall deliver to the Bank or its nominated vendor all new or up-dated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the current vendor shall be permitted to retain one copy of such materials for archival purposes only.

10.40   CONTRACT PERIOD

The contract period for providing Mobile Banking Managed Solution will be for a period of Three Years from the date of Project Signoff. The selected Bidder needs to execute a comprehensive, definitive Service Level Agreement (SLA) with the Bank covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. The performance of the selected Bidder shall be reviewed every quarter and The Bank reserves the right to terminate the contract at its sole discretion by giving three months notice without assigning any reasons. Any offer falling short of the contract validity period (Three Years from the date of Project Signoff) is liable for rejection. Further Bank reserves the right to renew the contract after the expiry of the initial term on mutually agreed terms and conditions and at negotiated cost.

10.41   PAYMENT TERMS

No advance payment will be made. The payments made will be made on quarterly basis on submission of invoice to the Bank. A separate invoice should be raised on the Bank for one time Integration/ Implementation charges on completion of UAT.

11 INSTRUCTIONS TO BIDDERS

11.1 TWO STAGE BIDDING PROCESS

One Copy of the Technical Bid and 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 hard copy of the bid document shall be treated as correct and final, in case of any errors in soft copy.

Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted. The Technical and Commercial bids should be put in separate covers and all such covers shall be put in one single cover and delivered at the address mentioned below.

Bank's address:

Deputy General Manager
Information Technology

Bank of Maharashtra
"Lokmangal", 1501, Shivajinagar
Pune – 411005

Receipt of the bids shall be closed as mentioned in the bid schedule. Bids received after the scheduled closing time will not be accepted by the Bank under any circumstances. Bank will not accept bids delivered late for any reason whatsoever including any delay in the postal service, courier service or delayed bids sent by any other means.

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/Commercial bid. It should be in separate envelope to be handed over to the department.

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

- Name of the Authorized Person

All Schedules, Formats and Annexure 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.

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding Documents. Failure to furnish all information required by the bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

No rows or columns of the tender should be left blank. Offers with insufficient information and offers which do not strictly comply with the stipulations given above are liable for rejection.

The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.

All information (bid forms or any other information) to be submitted by the bidders may be submitted as a softcopy also in MS – Word in a CD and should be kept in the respective sealed covers. The bidders may note that no information is to be furnished to Bank through e-mail except when specifically requested and such queries are to be confirmed in writing.

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 ANNX-A Functional and Technical Specifications with Bidder's Response and other formats present in the Annexure to this RFP. 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 (ANNX-B Commercial Bid) **with prices duly masked** should also be submitted along with the Technical Bid, failing which the bid will be rejected.

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

The Technical Bid envelope shall contain the technical proposal to the requirement of Bank as specified in Annexure ANNX-2 Bidder's Profile along with:

- Annexure ANNX-A Functional and Technical Specifications,
- ANNX-1 Bank Guarantee Proforma For Earnest Money Deposit (EMD),
- ANNX-4 Compliance Certificate,
- ANNX-5 Proposed Agency Profile,
- ANNX-6 Confirmation of Terms and Conditions,
- ANNX-7 Tender Offer Cover Letter,
- ANNX-8 Submission Checklist,
- ANNX-10 Confirmation of Eligibility,
- ANNX-11 Manufacturer's Authorization Form
- ANNX-12 Delacration on RBI Compliance

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 (ANNX-B Commercial Bid) should be without any conditions. The bidder is also required to submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted. The commercial bid should also contain bifurcation of the costs of the mentioned items.

The Commercial Bid shall be submitted as per Annexure: -

ANNX-B Commercial Bid, along with

Annexure ANNX-3 Commercial Compliance Certificate

The response is expected in two separate envelopes; one containing the Technical Bid and the other containing the Commercial Bid. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

11.2 ANNEXURE TO THE TENDER

For detailed Annexure list, please refer RFP Sections 3.2, 3.3 and 3.4.

11.3 ELIGIBILITY CRITERIA

The bidders, who fulfill the eligibility criteria mentioned in the RFP Section 5 **Error! Reference source not found.**of this RFP document, will only be eligible for further process i.e. technical evaluation.

11.4 TERMS AND CONDITIONS

Terms and conditions for bidders who participate in the tender are specified in the RFP section 10. 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.

11.5 NON-TRANSFERABLE TENDER

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

11.6 SOFT COPY OF TENDER DOCUMENT

The soft copy of the tender document will be made available on the Bank's website. However Bank of Maharashtra shall not be held responsible in any way, for any errors/omissions/mistakes in the downloaded copy. The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in soft copy.

The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs.10,000/- by way of a demand draft / Bankers' cheque in favor of Bank of Maharashtra payable at Pune while submitting the bid. The same should not be included in the Commercial Bid envelope and should be submitted in a separate envelope.

11.7 OFFER VALIDITY PERIOD

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

Address for Communication

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

Point of Contact:	Deputy General Manager
Address:	Information Technology
	Bank of Maharashtra Head Office,

	"Lokmangal"
	1501, Shivaji Nagar
	Pune – 411005
Email Id:	dwarkanath.pawar@mahabank.co.in
	Vijay.Gaikwad@mahabank.co.in

11.8 PRE-BID MEETING

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP.

For any clarification with respect to this RFP, the bidder may send an email to dwarkanath.pawar@mahabank.co.in and Vijay.Gaikwad@mahabank.co.in. The format to be used for seeking clarification is mentioned in Annexure ANNX-9 Pre-Bid Query Format. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be to the designated email id as stated earlier.

Written requests for clarification may be submitted to the Bank at least 2 days prior to Pre-bid meeting and clarifications for such queries shall be provided by Bank or its representative in the pre-bid meeting. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Conference. Only two authorized representatives of the bidders who have purchased the RFP will be allowed to attend the Pre-Bid meeting.

11.9 OPENING OF OFFERS BY BANK OF MAHARASHTRA

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

11.10 SUBMISSION OF TECHNICAL DETAILS

It is mandatory to provide the technical details in the exact format of Bidder's Information as explained above. The offer may not be evaluated by Bank of Maharashtra in case of non-adherence to the format or non-submission / partial submission of technical details as per the format given in the tender. Bank of Maharashtra will not allow/permit changes in the technical specifications once it is submitted. The relevant information, printed brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification.

11.11 FORMAT FOR TECHNICAL BID

The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into three parts - the first part should contain the documents supporting the eligibility of the bidder to participate in the 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.

11.11.1 The technical proposal shall be organized and submitted as per the following sequence:

1. Table of Contents (list of documents enclosed) and RFP Cover letter as per annexure ANNX-7 Tender Offer Cover Letter.

2. EMD (Earnest Money Deposit)

3. Technical proposal detailing the scope, approach and deliverables for the scope of work specified in the document and manpower estimated to be deployed along with all the Annexures specified in Section 3.2, 3.3 and 3.4 of this RFP document.

4. All copies of certificates, documentary proofs etc.

5. A CD containing soft copy of the proposal

6. Application money if not already remitted

7. All the relevant pages of the proposals (except literatures, datasheets and brochures) are to be numbered and be signed by authorized signatory on behalf of the Bidder. The number should be a unique running serial no. across the entire document.

8. It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy will be given precedence.

11.11.2 Bank 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. Annexure - ANNX-B Commercial Bid
3. Annexure - ANNX-3 Commercial Compliance Certificate.

12 EVALUATION PROCESS

12.1 OBJECTIVE OF EVALUATION PROCESS

The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution at a competitive price. The evaluation by Bank will be undertaken by a Committee formed by Bank which would have Bank officials (internal as well as external experts) and Consultants. The decision of the committee shall be considered final.

For the purpose of the evaluation and selection of bidder for the Mobile Banking Solution implementation project, a two-stage bidding process will be followed. The Bidder has to submit (1) Technical Bid and (2) Commercial Bid separately on the same day before the stipulated time (both hard and soft copies).

The 'Technical Bid' will contain the exhaustive and comprehensive functional and technical details, whereas the 'Commercial Bid' will contain the pricing information. The Technical Bid should also contain the 'Masked' Commercial bid with the units of proposed components mentioned and prices masked. **The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.**

In the first stage, only the 'Technical Bids' will be opened and evaluated. All technical bids will be evaluated and a technical score would be arrived at.

In the second stage, the Commercial Bids of only those bidders shall be evaluated who have qualified in the technical evaluation. The remaining commercial bids, if any, shall not be opened.

Bank may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Bank also reserves the right to conduct Reference Site Visits at the bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

12.2 TECHNICAL BID EVALUATION PROCESS

The scoring methodology for technical bid components is explained in the following paragraphs of this section.

The Mobile Banking Solution implementation, involves various components including development of interfaces and customizations, providing implementation services, and rolling out the solution and provide maintenance and support services under for a period of 3 years from date of project signoff. The proposal submitted by the Bidders shall, therefore, be evaluated on the following parameters:

- Functional and Technical Requirements (FR)
- Approach and Methodology (AM)
- Reference Site Visits (RSV)
- Past Experience (PE)

Scores for the above individual parameters shall be normalized to a percentage value. Each parameter has been assigned a weight. The weighted scores shall be summed up to determine the technical scores of the bidders.

12.3 SCORING METHODOLOGY FOR FUNCTIONAL AND TECHNICAL REQUIREMENTS

Response Options

The bidder should provide a response to each of the requirements, which could be any one from the following categories:

- Fully Compliant (FC): The system that shall be delivered currently supports this function either in native form or through existing parameterization without further enhancement or the use of either programming or user tools, i.e. included in the base package.

- Partially Compliant (PC): The function would require workaround to the system, by the bidder (the system shall be able to deliver the function by way of a workaround using a combination of existing features with minimal or no customization), and the bidder shall provide these features at no additional cost before the beginning of the User Acceptance Test.

- High Customization (HC): The function since not available in the product as it is would require customization by the bidder and the bidder shall provide these features at no additional cost before the beginning of the User Acceptance Test.

The response should be given by marking under the category, which shall apply to the requirement. Where a response requires explanation, the bidder has to provide the explanation in the COMMENTS column or on a separate page, if necessary, with reference to the requirement number.

Any requirement where the bidder has not marked a response will not be scored.

The responses of the bidders to the requirements shall be scored as given in the table below:

Table 12-1: Functional Requirements Scoring Mechanism

Requirement Bidder Response	Requirements
Fully Compliant (FC)	9
Partially Compliant (PC)	6
High Customization (HC)	3

The Bidder should provide 100% of requirements as Fully Compliant, Partially Compliant or High Customization to be considered for evaluation. Bank reserves the right to reject the bid if the bidder does not respond / leaves the response field blank for any of the requirements.

The Bidder is required to arrange for a Structured Walkthrough of the solution offered in response to RFP in a place where all the functionality can be demonstrated to the satisfaction of Bank team. The Bank shall verify the Bidder's responses to functional requirements during the Product Walkthrough (PW) conducted.

For this purpose, the Bank will use a questionnaire. The walkthrough questionnaire for each of the Bidders will be dependent on the solution proposed by them. Each question in the questionnaires prepared by Bank would be verified by the officials of Bank and appropriately responses will be recorded and scored.

Hence the total score of the bidder for this category will be a function of Functional requirement score obtained as per *Table 12-1* and PW score and hence, would be calculated as under:

FR= f (Functional requirement score, Product walkthrough (PW) score)

The cost for set up for the structured walkthrough will be borne by the Bidder. Bank will not bear the expenses incidental to attending the Structured Walkthrough by Bank team and its consultants.

Bank at its discretion may reject the proposal of the bidder without giving any reason whatsoever, if in Bank's opinion, the bidder could not present or demonstrate the proposed solution as described in the proposal

12.4 SCORING METHODOLOGY FOR APPROACH AND METHODOLOGY (AM)

The bidder is expected to provide, as a part of the technical bid, a detailed document that explains the approach and methodology proposed by the bidder for the implementation of the proposed solution.

The "Approach and Methodology" adopted for the Implementation would be evaluated by Bank and would at the minimum cover

- Customisation for the defined requirements
- Roll-Out Strategy
- Project Management

The bidder is also expected to provide, as a part of the technical bid, a detailed document that explains the general solution architecture of the solution proposed by the bidder. The bidders will also have to make a presentation to the Bank's management, which will also be taken into account while scoring this category.

12.5 SCORING METHODOLOGY FOR REFERENCE SITE VISITS (RSV)

The Bidder should provide the details of implementations involving solution proposed by the bidder for the scope as defined in this RFP, including detailed Scope of Project, rollout strategy and plan, etc. It is expected that the bidder provides the details for each of the implementations separately covering the complete scope of work.

The details provided should be verifiable and the Speed of Implementation, Project Closure, etc would be rated by Bank and scores assigned.

A Committee of people from Bank would carry out Reference Site Visits and/or Telephonic discussions with the existing customers of the Bidder. The inputs that have been received from the Customer would be considered by Bank and this might not need any documentary evidence. This rating would be purely on the inputs provided by the Bidders customers.

The scoring would be relative among the bidders.

Bank at its discretion may reject the proposal of the Bidder without giving any reasons whatsoever, in case the responses received from the Site Visits are negative.

12.6 SCORING METHODOLOGY FOR PAST EXPERIENCE (PE)

The bidder should provide details of past experience in implementing Mobile Banking Solution including deployment of hardware, software and training Bank users.

The bidder's past experience shall be evaluated as given below:

Table 12-2: Scoring Methodology for Past Experience

Sr. No.	Parameter	Points to be awarded	Weight
1	Number of Indian scheduled Banks where similar Mobile Banking solution has been implemented	1 Bank – 50 points 2 to 3 Banks – 80 points 4 or more Banks – 100 points	30%

The score obtained by the bidder shall be considered as PE for evaluation as explained in above table.

The Bidder should provide the details of all the implementations in Banks including details of Scope of Project, for the subjective evaluation as given in the table above. It is expected that the bidder provides the details for each of the implementations separately covering the complete scope of work.

Experience of Mobile Banking solution implementation with affiliated clients shall be considered as a single entity.

The Mobile Banking solution implementation experience quoted against the above requirements should be that of the Bidder and not of its affiliates. The details provided should be verifiable and the Speed of Implementation, Project Closure, etc. would be rated by Bank and scores assigned.

A Committee of personnel from Bank (or Bank appointed advisors) would also carry out Reference Site Visits and/or Telephonic interviews with the existing customers of the Bidder. The inputs that have been received from the Customer would be considered by Bank and this might not need any documentary evidence. This rating would be purely on the inputs provided by the Bidder's customers.

Bank at its discretion may reject the proposal of the Bidder without giving any reasons whatsoever, in case the responses received from the Site Visits are negative.

12.7 CONSOLIDATED SCORE IN TECHNICAL BID EVALUATION

The Consolidated Technical Bid Evaluation Score (T) would be a composite of the following scores:

Table 12-4: TEVS Weights Distribution

Scoring Parameter	Weighted Score	Minimum Percentage for Technical Qualification
Functional Requirements (FR)	$WT_{FR} = FR \times 50\%$	70%
Reference Site Visit (RSV)	$WT_{RSV} = RSV \times 10\%$	60%
Approach and Methodology (AM)	$WT_{AM} = AM \times 10\%$	60%
Past Experience (PE)	$WT_{PE} = PE \times 30\%$	60%

Scoring Parameter	Weighted Score	Minimum Percentage for Technical Qualification
Total	**TEVS of the Bidder**	**70%**

FR, RSV, AM, PE   denote the percentage scores obtained by each bidder in the corresponding sections

The final Technical Evaluation Score (TEVS) shall be calculated as following:

TEVS = WT_{FR} + WT_{RSV} + WT_{AM} + WT_{PE}

22. COMMERCIAL BID EVALUATION CRITERIA

Commercial bids of only those bidders who qualify the technical evaluation shall be opened. Commercial bids of the other bidders shall not be opened and their Earnest Money Deposit shall be returned.

The bidders will have to submit the Commercial bid in the attached format - Annexure ANNX-B Commercial Bid. The bidder is expected to submit the Commercial bid in Indian Rupees inclusive of all the applicable taxes except Service Tax and Octroi / Entry Tax / equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of complete bills.

It may be noted that commercial bids will be subjected to following evaluation process. Based on the technical evaluation criteria, each bidder will be given certain marks. Only those bidders scoring 70% or above in the technical evaluation will be short-listed for commercial evaluation.

In case none of the participant bidders scores more than 70% marks in the Technical Evaluation, the commercial bid of only top 2 bidders on the basis of technical evaluation will be opened and the one having the "least price" will be invited for further negotiation of the contract. Nominal quote provided by the bidder will be discounted as per the formula given below. A comprehensive "Score (S)" will be arrived at after considering the nominal commercial quote and the marks obtained in technical evaluation with relative weights of 30% for commercials and 70% for technical. The bidder with the highest score will be declared successful:

23. COMPUTATION METHODOLOGY FOR ARRIVING AT "LEAST PRICE / LEAST QUOTE":

1. Cut - Off score for technical bid will be (70% marks or the top 2 scorers in case none of the bidders reaches the cut-off)

2. "Score (S)" will be computed for all bidders having technical score of 70% or more

3. In case there is only one bidder having technical score of 70% or more, the next highest technical scorer will be considered subject to the fact that the inter se score difference does not exceed 5%. In case, no bidder is having score of 70%, Bank may, at its discretion, take up 2 top scoring bidders, having technical score difference not exceeding 5%, on technical evaluation and compute the "Score" as per the table below Bank will give 70% weighage to technical score while comparing the commercial quote. The procedure is as under: A 'Score (S)' will be calculated for all qualified bidders using the following formula:

$$S \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

Where C stands for nominal price quoted, C_{Low} stands for the price quote of the lowest nominal bid. T stands for technical evaluation score and T_{High} stands for the score of the technically highest bidder. X is equal to 0.3.

Bank of Maharashtra reserves the right to negotiate the price with the **finally** short listed bidder before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder, till the Least Price bidder declines to accept the offer.

12.8 DISQUALIFICATION PARAMETERS IN TECHNICAL BID EVALUATION

The bidders are required to score at a minimum as per the parameters defined.

If only one bidder qualifies, Bank at its discretion may select bidders with the top two technical scores for commercial evaluation. Bank, at its discretion, may choose to open the commercial bid of the only bidder who qualifies.

Bank at its discretion may reject the proposal of the Bidder without giving any reason whatsoever, if in Bank's opinion, the Solution Sizing was not made appropriately to meet the performance criteria as stipulated by Bank.

Bank at its discretion may reject the proposal of the Bidder without giving any reasons whatsoever, in case the responses received from the Site Visits are negative.

12.9 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.

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

13 ANNEXURES

ANNX-1: BANK GUARANTEE PERFORMA FOR EARNEST MONEY DEPOSIT (EMD)

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:
Date
Period of Bank Guarantee: Valid up to
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 ……………………… having its office at ……. and Bank of Maharashtra, a 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.

a) Whereas the Beneficiary had invited tenders for Mobile Banking Solution RFP No 082014 dated 19/2/2014.

b) One of the terms of the RFP is that bidders are required to submit a Bank Guarantee in favor of "Bank of Maharashtra" towards Earnest money Deposit (EMD) for Rs. 10 Lacs valid for 180 days from the due date of the tender along with their offer.

c) M/s ………………….. hereinafter referred to as the said Vendors have given their offer in response to tender for Mobile Banking Solution RFP No 082014 dated 19/2/2014 to the Beneficiary and the said vendors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.

d) At the request of the said M/s………………….. 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 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 vendor, pay to the Beneficiary the said amount of Rs.10 Lacs (Rupees Ten Lacs only), payable by the said vendor 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 vendors have committed any

breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said vendors 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 vendor 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 vendors 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

AND it is agreed and declared that this Guarantee will be irrevocable and enforceable even if the vendor'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:

c) The liability of the Bank under this Bank Guarantee shall not exceed Rs._____ _____. (Rupees _____).

d) This Bank Guarantee shall be valid up to _____.

e) 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 to do so and
to affix the seal of the Bank, in the presence of.

ANNX-2: BIDDER'S PROFILE

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

RFP Reference no. 082014 dated 19/2/2014

S.No.	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the Bank	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of : Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Gross revenue of the bidder (not of the group) 2010-2011 2011-2012 2012-2013	
10	Net Profit of the bidder (not of the group) 2010-2011 2011-2012 2012-2013 Documentary proofs are to be enclosed	
11	Details of the similar assignments executed by the bidder (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished)	
12	Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.	

Declaration:
1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.

3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.

4. We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date of expiry of the last date for submission of response to RFP.

5. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Place:
Date:

Seal & Signature of the bidder

ANNX-3: COMMERCIAL COMPLIANCE CERTIFICATE

RFP No: 082014   **Date: 19/2/2014**

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

Dear Sir,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as vendors as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the prices are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted by the Bank, any time before the expiry of this period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We agree to the terms & conditions mentioned in the Tender document.

Terms & Conditions:

- The fee quoted shall cover components and services on a fixed price basis inclusive of all costs and taxes like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of the bank but exclusive of only applicable (in India) Service Tax and Octroi/ Entry Tax/ equivalent local authority cess, which shall be paid/ reimbursed on actual basis on production of bills. Further, receipts of such payments made to relevant authorities must be produced for equivalent local authority cess. The Bank will not pay any other taxes, cost or charges.

- Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

Place:
Date: Seal & Signature of the Bidder

Note:

- The Vendor will have to work as per the timing of the Bank

- The Bank reserves the right to renew the contract post completion of the 3 year period at mutually agreed terms and conditions

ANNX-4: COMPLIANCE CERTIFICATE

To,   Date:
The Dy. General Manager
Information Technology
Bank of Maharashtra
Central Office, Lokmangal,
1501, Shivajinagar,
Pune-411005

Dear Sir,

Ref: - RFP no. 082014 for Mobile Banking Solution

1. Having examined the RFP including all annexure, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide Mobile Banking Solution in conformity with the said RFP and in accordance with our proposal and the schedule of Prices indicated in the commercial bid and made part of this RFP.
2. We confirm that this offer is valid for six months from the last date for opening of the Commercial Bids.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
6. We have never been barred/black-listed by any regulatory / statutory authority in India.

Signed Dated

                                                    Seal & Signature of the bidder

Phone No.:
Fax:
E-mail:

ANNX-5: PROPOSED AGENCY PROFILE

S.No.	Particulars	Details to be furnished by the bidders
1	Names and designations of the persons authorized to make commitments to the Bank	
2	Previous Banks where the vendor was associated for similar type of services	
3	Duration of vendor association with that Bank	
4	No. of years of experience	

We hereby acknowledge that the information provided by us is true and to the Best of our Knowledge

Place:

Date: Seal and signature of the bidder

ANNX-6: CONFIRMATION OF TERMS AND CONDITIONS

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

Dear Sir,

Sub: Request for Proposal (RFP # 082014) for Request for Proposal for Mobile Banking Solution

Further to our proposal dated _____, in response to the Request for Proposal for Request for Proposal for Mobile Banking Solution (hereinafter referred to as "RFP") issued by Bank of Maharashtra (BoM) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us below, which are expressly accepted by BoM and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. BoM is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Deviations

S. No.	RFP Reference	Deviation	Bidder Comments
1			
2			
3			
4			
5			
6			
7			

Yours faithfully,

Authorised Signatory

Designation

Bidder's name.

ANNX-7: TENDER OFFER COVER LETTER

Date: _/_/2014

RFP Reference No. 082014

To,
Bank of Maharashtra,
IT Department,
1501, Lokmangal,

Shivajinagar, Pune 411005

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Mobile Banking Solution to Bank as mentioned in RFP document in conformity with the said tender documents in accordance with 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 will obtain the guarantee of a bank for a sum equal to 25% of the yearly Contract Value 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 _____2014

Signature: _____
(In the Capacity of :) _____ duly authorized to sign the tender offer for and on behalf of _____

ANNX-8: SUBMISSION CHECK LIST

Submission of Checklist for Technical: Bid The bidder has to ensure that the following have been submitted as a part of the RFP submission process. Failure to provide any of the documents as detailed below could lead to the disqualification of the bidder from the bid.

Functional and Technical RFP The following files need to be completed

Functional Specification Document	Submitted (Bidder)
ANNX-A Functional and Technical Specifications with Bidder's response	☐

Formats: The following Letters and Formats need to be submitted.

Letter / Format	Submitted (Bidder)
ANNX-2 Bidder's Profile	☐
ANNX-3 Commercial Compliance Certificate	☐
ANNX-4 Compliance Certificate	☐
ANNX-5 Proposed Agency Profile	☐
ANNX-6 Confirmation of Terms and Conditions	☐
ANNX-7 Tender Offer Cover Letter	☐
ANNX-8 Submission Check List	☐
ANNX-9 Pre-Bid Query Format	☐
ANNX-10 Confirmation of Eligibility	☐
ANNX-11 Manufacturer's Authorization Form	☐
ANNX-12 Declaration on RBI Compliance	☐

Submission of Checklist for Commercial Bid: The following documents need to be provided by the Bidder for the Commercial Bid in a separately sealed cover.

Commercial Bid Documents	Submitted (Bidder)
ANNX-B Commercial Bid	☐
Bank Guarantee in Lieu of EMD (Please note that EMD should be submitted in a separate envelope and should not be placed inside the commercial bid envelope.)	☐

ANNX-9: PRE BID QUERY FORMAT

Bidder's request for Clarification - to be submitted minimum of two days before pre bid meeting

If, bidder, desiring to respond to RFP for Mobile Banking Solution, require any clarifications on the points mentioned in the RFP may communicate with Bank of Maharashtra using the following format.

All questions received at least two days before the pre-bid meeting will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, BoM may at its discretion, answer all such queries in the Pre-bid meeting.

Mobile Banking Solution – RFP	BIDDER'S REQUEST FOR CLARIFICATION	
To be mailed, delivered, faxed or emailed to:	**Deputy General Manager, IT** **address, email id and fax number given in the schedule**	
Name of Organization submitting request	*Name & position of person submitting request*	*Full formal address of the organization including phone, fax and email points of contact*
		Tel:
		Fax:
		Email:
	Please Tick preferred contact option	
Section Number: **Page Number:** **Point Number:**		
Query description		

Name and signature of authorised person issuing this request for clarification

                 Signature/Date   *Official designation*

1 In case of multiple queries, the contact details need not be repeated and only last two rows of the above format (table) are to be furnished for the subsequent queries.

2 Please indicate the preferred method and address for reply.

3 Please use email or softcopy as a preference but forward hard copy confirmations.

ANNX-10: CONFIRMATION OF ELIGIBILITY

No.	Eligibility Criteria	Documentary evidence to be submitted to the Bank	Bidder's Document Reference	Details/ Remark
	The bidder should be registered as a company in India as per Company Act 1956 and should have been in operation for a period of at least 3 year as on the date of RFP.	Attested copies of Certificate of Incorporation in case of Limited Company, Registration Certificate along with the latest partnership deed in case of partnership firm.		
2.	The bidder should have registered a turnover of Rs. 20 Crore or more for each year during the last 3 financial years i.e. years i.e. 2010-11, 2011-12 and 2012-13	Copy of audited balance sheets for last three financial years – 2010-11, 2011-12 and 2012-13 The legal entity name on the financial statements must be the same on the power of attorney, bid response and other financial documents.		
3.	The bidder must have demonstrated positive Net Worth, for the last three financial years i.e. 2010-11, 2011-12 and 2012-13	Copy of audited balance sheets and profit and loss statements for last three financial years – 2010-11, 2011-12 and 2012-13 The legal entity name on the financial statements must be the same on the power of attorney, bid response and other financial documents.		

No.	Eligibility Criteria	Documentary evidence to be submitted to the Bank	Bidder's Document Reference	Details/ Remark
4.	Bidder should have executed similar Mobile Banking Solution projects successfully in at least 1 Scheduled Bank in India. The solution offered should be currently running successfully for minimum one year	Bidder to Submit copy of purchase orders as documentary evidence.		
5.	The bidder shall be the owner / certified or authorized agent / reseller / partner for the solution offered.	Letter of authorization from OEM		
6.	Bidder should not have been black listed at any time by the Government / Government agency / Banks / Financial Institutions in India in the past. An undertaking to this effect must be submitted in their letter head.	The bidder in their company's letterhead shall provide declaration to this effect signed by the Chief Executive Officer/Company Secretary		
7	Mobile Banking Solution offered is compliant with RBI guidelines for Mobile Banking Transactions in India	Self Declaration as per the format provided		

ANNX-11: Manufacturer's authorization form

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

RFP Reference No. 082014   Date: _____

To,

The Dy. General Manager
Information Technology
Bank of Maharashtra
Central Office, Lokmangal,
1501, Shivajinagar,
Pune-411005

Dear Sirs,
Ref: RFP for Mobile Banking Solution
We who are established and reputable manufacturers/ producers of _____
having factories/ development facilities at (address of factory/ facility) do hereby authorize M/s
_____ (Name and address of the bidder) to submit a Bid, and sign the contract with
you against the above Bid Invitation.
We hereby extend our full guarantee and warranty for the Solution, Products and services offered by
the above firm against this Bid Invitation.
We also undertake to provide any or all of the following materials, notifications, and information
pertaining to the Products manufactured or distributed by the Bidder:

1   Such Products as the Bank may opt to purchase from the Bidder, provided, that this option shall not
     relieve the Bidder of any warranty obligations under the Contract; and

2   In the event of termination of production of such Products:

* advance notification to the Bank of the pending termination, in sufficient time to permit the
  Bank to procure needed requirements; and

* Following such termination, furnishing at no cost to the Bank, the blueprints, design documents,
  operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and
maintenance obligations required by the contract.
We further certify that, in case the authorized distributor/ system integrator is not able to meet its
obligations as per contract during contract period, we, as the OEM, shall perform the said obligations
with regard to their items through alternate & acceptable service provider.

Yours faithfully,

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date)
(Name and address of the manufacturer)
(Company Seal)

ANNX-12: DECLARATION ON RBI COMPLIANCE

To,   Date:
The Dy. General Manager
Information Technology
Bank of Maharashtra
Central Office, Lokmangal,
1501, Shivajinagar,
Pune-411005

Dear Sir,

Ref: - RFP no. 082014 for Mobile Banking Solution

We hereby confirm that the Mobile Banking Solution offered as a response to RFP no. 082014 for Mobile Banking Solution is fully compliant with the Guideline issued by RBI for Mobile Banking through RBI circulars as given below:

1. RBI/2008-09/208 DPSS.CO.No.619/02.23.02/ 2008-09 dated: October, 08, 2008
2. RBI/2009-10/273 DPSS.CO.No.1357/02.23.02/ 2009-10 dated: December 24, 2009
3. RBI/2010-11/511 DPSS.CO.No.2502 /02.23.02/ 2010-11 dated: May 4, 2011
4. RBI/2011 -12/312DPSS.CO.PD.No. 1098 / 02.23.02 / 2011-12 dated: December 22, 2011
5. RBI/2013-14/116 DPSS.CO.PD. Mobile Banking. No./02.23.001/2013-14 dated: July 1, 2013

Yours faithfully,

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date)
(Name and address of the manufacturer)
(Company Seal)

ANNX-A: FUNCTIONAL AND TECHNICAL SPECIFICATIONS WITH BIDDER'S RESPONSE

A: Functional Specifications

Functional Specifications	Bidder's Response	
	Fitment	Details/ Remark
Banking Account related transaction		
1. Balance enquiry for all types of accounts		
2. Mini-Statement for all types of accounts		
3. Passbook View of the accounts with an option to add remarks to the transactions.		
4. Cheque status enquiry		
5. Stop Cheque		
6. Debit card hot-listing		
7. Transaction search		
8. Fixed Deposit Opening/ Closure		
9. Recurring Deposit Opening/ Closure		
10. TDS Enquiry		
11. Creation/ Modification/ Deletion of Standing Instructions		
Banking Service Request		
1. Cheque Book request		
2. Demand Draft request		
3. Debit Card/Credit Card request		
4. Internet banking/mobile banking registrations		
5. Statement of Account request		
6. Account opening request		
7. Loan request		
8. Fixed Deposit/Term Deposit		
9. Fixed Deposit Renewal & Breaking request		
10. Internet Banking Password re-generation request		
11. Debit Card Pin re-generation request		
12. M-PIN Change		
13. Maha-e-Statement (Statement on email) Registration/ De-Registration		
Service Outlet locator (to be synced with maps and GPRS)		
1. Branch Locator		
2. ATM Locator		
Fund Transfer		
1. Addition/ Modification/ Deletion of Beneficiary		

2. Self fund transfer		
3. Third party Intra-Bank fund transfer (through direct and IMPS NPCI - Mobile to Mobile (P2P) and Mobile to Account (P2A))		
4. Third Party Inter-Bank fund transfer(through NEFT, RTGS and IMPS-NPCI – Mobile to Mobile (P2P) & Mobile to Account (P2A))		
5. Cash Through ATM		
M-Commerce		
1. On Mobile		
2. IMPS Merchant Payments – Both Issuer and Acquirer		
Utility Bill Payment		
3. Bill Presentment & Payment		
4. Mobile/DTH Recharge		
5. Donations		
6. Institution Fee Payments		
7. Online ticket booking (Air, Train, Bus, Movie).		
8. Payment of credit card, Amex, visa bills		
9. Alerts for due Bills		
Demat		
10. Bills/ISIN/Holding Enquiry		
11. List Demat Accounts		
12. View Transaction Status		
13. ASBA Facility		
Miscellaneous		
14. FAQs/ Help on Mobile Banking		
15. Stock position update (BSE/NSE), Foreign exchange rates		
16. Auto Logout post specific inactive time		
17. Provision to add nickname for account		
18. Transaction amount limit management		
19. Complaint lodgment		
20. Text Chat		
21. Video Chat		
• Purchase of Third party product (gold coin, insurance, etc.)		
• Mobile Wallet		

B. Technical Specifications

Specifications	Bidder's Response	
	Fitment	**Details/ Remark**
Interface to Core Banking system (Bancs24) directly.		
Interface through ATM switch		

Interface to Internet Banking System		
Interface through Middleware		
Web services/XML through http/https		
Interface through socket connection		
Interface through http/https		
Supports m-commerce through NFC transactions. (proximity transactions)		
Supports mobile operator technologies such as GSM & CDMA		
Supports mobile solution through Access protocols such as SMS (encrypted, plain text), USSD, Browser based (WAP, GPRS), downloadable mobile application and IVR. The Platform should have ready interfaces done for SMS and USSD aggregators.		
Supports all Handset models such as Nokia, Sony Ericson, Motorola, Samsung etc.		
Supports all the available mobile handset operating systems like Windows, Symbian, Linux, Blackberry, Androids, iOS etc.		
Supports mobile handset software platforms like Java, Brew etc.		
Supports levying transaction/registration charges if desired by the Bank.		
The solution to support following handset level security: 1. PIN for opening mobile banking application. 2. Access credentials should not be stored on the customer's mobile phone. 3. Auto blocking/locking of mobile transactions upon reaching max (configurable) invalid/incorrect PIN 4. Termination of mobile application session and logs off after lapse of configurable time period. 5. A handset device that does not meet industry standard should be denied access.		
The solution to support following transaction level security. 1. End to End encryption of data transmitted (Symmetric or Asymmetric) 2. Minimum two factor authentication with provision for a transaction PIN in addition to m-PIN 3. Capability of Integration with Bank's Multi-factor authentication solution		

The solution to support following platform security & reliability. 1. Data stored is encrypted in the platform database. 2. Audit trails and logging features available in Web Server, application server and database server. 3. It should be possible to assign specific rights to platform administrators for secure and restricted access. 4. Platform to be able to support external Certifying Authority. 5. Solution to be integrated with HSM system. 6. m-PIN generation and validation through HSM for opening mobile application. 7. To have secure interfaces to various hosts systems 8. The Web-portal to comply with OWASP guidelines 9. Standard algorithms like AES or RSA or 3DES used with 10. Minimum encryption strength of 128 bit for end to end transaction. 11. Platform to support PKI scheme.		
The transactions are auditable and reliable – platform to have the intelligence to handle cases like 1. Call/SMS received while performing transactions. 2. Battery runs out while performing transactions 3. GPRS connection drops 4. Back-end host system down		
Application to support multiple channels for registration. 1. Bank Branch with option of bulk registration. 2. Registration through ATM. 3. Registration through Internet Banking system. 4. Web portal registration. 5. Registration through Bank's call center. 6. Registration through SMS.		
An audit trail of all the registrations done with details of the mode of request, who activated, date, time, etc, should be stored in the database.		
Provision for setting limits for each users/group. The limits to include per transaction limit, per		

day/week/month transaction amount limit, per day/week/month number of transaction limit, minimum/maximum amount per transaction limit.		
Support for creation of users through bulk file upload should be available. The file upload should support fixed length and delimiter separated file format.		
To support multiple languages.		
Provision for advertisement of banking products of the Bank.		
To generate detailed reports , logs , audit trails, regarding each and every transaction		
To support merchant/agent mobile application for m-commerce, insurance agents etc		
The mobile banking application to have the capability to be refreshed to fetch details of payees, biller's account information, etc.		
The mobile banking solution should be scalable to meet the future enhancements/ up-gradations.		
Provision for administrator portal to create different user groups with different set of rights/permissions.		
The administrator portal should have the capability for 1. Approving users 2. Blocking users and mobile banking application 3. Change handset/mobile number of users 4. Terminate the users 5. Maintenance of activation requests 6. All administrator activities shall be logged to indicate the creation, modification and deletion of data		
The administrative portal to have various reporting capabilities such as: 1. User wise reports 2. Transaction wise reports 3. Channel wise reports 4. No of Registered/downloaded users 5. Reports based on filters such as user activity, customer status, range of date/time, status etc. 6. Provision to search for customers based on different search filters like name, mobile number, address, age, status etc.		
The administrator portal should have detailed audit logs. There should be support for storing the logs in a detachable WORM device. The audit		

logs should be capable of being used for forensic evidence		
The administrator portal to have provision for various types of alerts such as SMS campaign, System down alert etc.		
The administrator portal should have the capability of being customized easily to add new reports as per Bank's need		
The administrator portal should have the capability to upload advertisements of various banking products so as to be displayed within the downloaded mobile banking application.		
Solution to support Call Center log-in OR API to integrate with Bank's CRM/Call Center for various activities such as: 1. Block stolen handset. 2. Issue unlocking code. 3. Reissue Activation code. 4. Change Handset.		

C. MIS/ Reports

Report	Bidder's Response	
	Fitment	Details/ Remark
Daily Summary Report		
Mobile Banking Registration/ De-Registration report		
M-Pin Change report		
Banking service wise detailed report such as Balance Enquiry, Mini Statement etc.		
Report on Beneficiary Registration (All types)		
Report on Biller Registration		
Report on Bill Payment Registration		
Report on financial transactions		
Biller wise bill payment report		
Detail/Summary report on all services		
Audit trail of all Admin functions		

Note: Refer section 12.3 - SCORING METHODOLOGY FOR FUNCTIONAL AND TECHNICAL REQUIREMENTS for

ANNX-B: COMMERCIAL BID

No.	Particulars	Unit Cost	Total Cost for 15 Lac Transactions (Considering 3 years period)
1	One-time Implementation / Integration cost for Mobile Banking Solution as per RFP specification	X	
2	Per Transaction Cost		
3	Total Cost of Ownership (In Figures)	X	
4	Total Cost of Ownership (In Words)	X	

Note:
1. A discounted per transaction rate will applicable be in the following manner:

No of Transactions Slab (Per Quarter)	Discount %
Upto 25000 transactions	0% (Nil Discount)
25001 to 100000 transactions	10% Discount on Per Transaction Cost
100001 to 250000 transactions	20% Discount on Per Transaction Cost
250001 to 500000 transactions	30% Discount on Per Transaction Cost
500001 and Above	40% Discount on Per Transaction Cost

2. If there is discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity then the unit price will prevail and the total price shall be corrected by the Bank.
3. If there is a discrepancy between words and figures, the amount in words will prevail.
4. The price quoted should be inclusive of all taxes and duties except service tax.
5. No amount will be paid for unsuccessful transactions
6. The per transaction rate quoted will be valid for contract period of 3 years
7. The number of transactions 15 Lacs for a period of 3 years is taken only for purpose of arriving at TCO. It should not be taken as any commitment from the Bank.

Authorized Signatory: Office Seal:
Name and Designation:

14 GLOSSARY

Acronym	Full Form
AMC	Annual Maintenance Contract
ATM	Automatic Teller Machine
Bank/BANK	Bank of Maharashtra
Bank	Bank of Maharashtra
CBS	Core Banking System
DC	Data Centre
DR	Data Recovery Site
EFT	Electronic Funds Transfer
IMPS	Interbank Mobile Payment Service
MNC	Multinational Corporation
NEFT	National Electronic Funds Transfer
NFS	National Financial Switch
POS	Point of Sale
RTGS	Real Time Gross Settlement
UID	Unique Identification Number

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