

RFP Reference No. 112017

REQUEST FOR PROPOSAL (RFP)

FOR

**APPOINTMENT OF SERVICE PROVIDER FOR RECORD STORAGE
AND MANAGEMENT SERVICES**



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

Cost of RFP Document: Rs. 10000/-

Clause / Annex. No	Particulars	Page Number
1	Invitation	5
2	Introduction	7
2.1	Disclaimer	7
2.2	Information Provided	8
2.3	For Respondent Only	8
2.4	Costs Borne By Respondents	8
2.5	No Legal Relationship	8
2.6	Recipient Obligation To Inform Itself	8
2.7	Evaluation Of Offers	9
2.8	Errors And Omissions	9
2.9	Acceptance Of Terms	9
3	RFP Response Terms	10
3.1	RFP Closing Date	10
3.2	RFP Submission	10
3.3	Late RFP Policy	10
3.4	Cost Of RFP Document	10
3.5	RFP Validity Period	11
3.6	Requests For Information	11
3.7	Notification	11
3.8	Disqualification	11
4	Purpose Of RFP	12
5	Detailed Scope Of Work	12
5.1	Collection	13
5.2	Transport	13
5.3	Scanning	13
5.4	Indexing	13
5.5	Storage	13
5.6	Records Management – ‘To Be’ Archiving Process	16
5.7	Records Management – To Be Retrieval Process Of Physical Document For Both Kind Of Documents – Archived With Scan And Archived Without Scan)	17
5.8	Records Management – To Be Retrieval Process Of Documents Archived Without Scanning	18
5.9	Turn Around Time	18
5.10	Audit Space	19
5.11	Movement Of The Documents	19
5.12	Number Of Shifts.	19
5.13	Management Information Reports:	19
5.14	Retention Of Records	19
5.15	Improvement In Processes	19
5.16	Migration Of Bank’s Record Management Data	19

Clause / Annex. No	Particulars	Page Number
5.17	Records Management – To Be Destruction Process	19
5.18	Important Requirements	21
6	Evaluation Process	22
6.1	Pre Qualification Criteria	22
6.2	Evaluation Criteria & Methodology	25
6.3	Split Clause	26
6.4	Technical Bid Evaluation Criteria	26
7	Instruction To Bidders	28
7.1	Two Bid System RFP	28
7.2	Earnest Money Deposit	29
7.3	Forfeiture Of Earnest Money	29
7.4	Terms & Conditions	30
7.5	Non- Transferable Order	30
7.6	Pre- Bid Meeting	30
7.7	Opening Of Offers By Bank Of Maharashtra	30
8	Proposal Format And Submission Procedure	31
9	Terms And Conditions	32
9.1	Period Of Contract	32
9.2	Payment Terms	32
9.3	Penalties	32
9.4	Liquidated Damages	33
9.5	No Exit Cost	33
9.6	Non Payment Of Charges	33
9.7	Assignment	33
9.8	Adherence To Terms And Conditions	33
9.9	Execution Of SLA/NDA	33
9.10	Bank Reserves The Right To	34
9.11	Professionalism	34
9.12	Adherence To Standards	34
9.13	Authorized Signatory	34
9.14	Applicable Law And Jurisdiction Of Court	35
9.15	Cancellation Of Contract And Compensation	35
9.16	Subcontracting	35
9.17	Non Disclosure Agreement	35
9.18	Indemnity	36
9.19	Bank Guarantee	36
9.20	Resolution Of Disputes	36
9.21	Force Majeure	37
Annexure 1	Service Provider Proposal Letter	38
Annexure 2	Service Provider's Authorization Certificate	39

Clause / Annex. No	Particulars	Page Number
Annexure 3	Disclosure on conflicting activities	40
Annexure 4	Work Experience Certificate	41
Annexure 5	Self Declaration	42
Annexure 6	Details of the Bidders	43
Annexure 7	Records Storage Centers Information	45
Annexure 8	Commercial Bid Format	46
Annexure 9	Performa Bank Guarantee	48
Annexure10	Format of Non Disclosure Agreement	50
Annexure 11	Format for Financial details	53
Annexure 12	General and technical Information	54
Annexure 13	Compliance Agreement	56
Annexure 14	Guidelines, Terms & Conditions & Process Flow for e-procurement Auction	58
Annexure 15	Format of Integrity Pact	63

1. INVITATION

Bank of Maharashtra invites sealed RFP offers (Technical Bid and Commercial Bid) from eligible service providers having a proven ability to provide Record Storage and Management Services.

A complete set of RFP documents may be purchased by eligible bidder upon payment of a non-refundable fee of Rs.10000/- (Rs. Ten Thousand only). The Demand Draft is to be drawn in favor of "Bank of Maharashtra" payable at Pune.

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

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

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

Bid Collection and Submission:

RFP Reference Number	
Cost of RFP document	Rs 10000/- (Rs Ten Thousand Only)
Earnest Money Deposit (EMD) amount	Rs.10,00,000/- (Rs. Ten Lacs Only)
Date of commencement of sale of RFP document	17/01/2018
Last Date of Sale of RFP Document	08/02/2018 upto 12.00 hrs
Queries to be mailed by	24/01/2018 upto 16.00 hrs
Pre-Bid meeting with Service Providers	29/01/2018 at 15.00 hrs
Date and time for Bid Submission (Soft copy and hard copy)	08/02/2018 upto 14.00 hrs
Date of Opening of Eligibility Bid and Technical Bids	08/02/2018 upto 15.30 hrs
Place of opening of RFP Offers	The Deputy General Manager, Operations, Information Technology Department Head Office, Bank of Maharashtra, 1501, 'Lokmangal', Shivajinagar Pune-411005
Address for Communication	As Above
Contact Telephone/ Fax Numbers	020 - 2561 4381
Email address	dgmoperations@mahabank.co.in ; agmoperations@mahabank.co.in ;

	manisha.sharma@mahabank.co.in
Website	www.bankofmaharashtra.in

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

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

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

Place: Pune

General Manager
Information Technology & Operations

2. INTRODUCTION

Bank of Maharashtra is a nationalized Bank serving the nation for over 78 years. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office, The Head Office of the Bank is at 1501, Shivajinagar, Pune – 411005

The Bank has over 1904 offices including branches across the length and breadth of the country. In the state of Maharashtra, the bank has 1100 plus branches, the largest network of branches by any Public Sector Bank in a state. The Bank has over 20 million customers served through 100% Core Banking branches in 29 states and 2 union territories.

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

The purpose of RFP is to invite proposals from experienced Service Providers of repute and credentials for providing the facility of Centralized Records Storage and Management at Bank's identified Centres/ Locations.

Technical and Commercial bids are invited from Service Providers, having Godowns/ Warehouses with infrastructure for meeting the operational, administrative and security needs of a Records Storage Centre (hereinafter referred to as RSC).

The Service Providers should ensure safe and secure upkeep of the non current records of the Bank in good condition in computerized system, retrieval of records as and when demanded by Bank's any branch/ office, and destruction of non current records/ documents as per Bank's instructions etc. at RSC. RSC should include e-mail, access control, CCTV, Fax machines, Scanning Machines, Photocopiers, Racking System, Software for tracking of Cartons/ Documents using Bar Coding system, Transportation and Manpower for lifting the identified records for storing/retrieval from the identified locations/ centers.

2.1 Disclaimer :

This Request For Proposal document ('**RFP document**' or **RFP**) has been prepared solely for the purpose of enabling Bank of Maharashtra ('**Bank**') to select a Service Provider for Record Management Services.

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

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or

projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

2.2 Information Provided

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

Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original

2.3 For Respondent Only

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

2.4 Costs Borne by Respondents

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

2.5 No Legal Relationship

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

2.6 Recipient Obligation to Inform Itself

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

2.7 Evaluation of Offers

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

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

2.8 Errors and Omissions

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

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

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

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

2.9 Acceptance of Terms

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

3. RFP RESPONSE TERMS

3.1 RFP Closing Date

RFP Response may be received no later than 08/02/2018 upto 14.00 hrs

3.2 RFP Submission

Bank RFP Evaluation Team

Two (2) paper copies and one (1) electronic copy (Power Point or Microsoft XP Word and Excel, on CD ROM) of all submissions must be supplied to Bank RFP Evaluation Team and addressed to “Bank – RFP Evaluation Team – Appointment of Service Provider for Record Storage and Management Services for Bank of Maharashtra” at:

Bank's address
The Deputy General Manager, Operations, Information Technology Department Bank of Maharashtra, Head Office, “Lokmangal” III Floor, 1501, Shivajinagar, Pune 411 005.

Submission will be valid if:

- Copies of the RFP are submitted in physical form before the aforementioned closing time; and
- Response is submitted in two separate sealed envelopes with separate marking “Technical Proposal” & “Commercial Proposal”;and
- All separate copies of RFP and attachments must be provided in a **sealed** envelope or sachet; and
- Demand draft for Earnest Money Deposit (EMD) is submitted in a separate envelope.

Only One Submission Permitted

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

3.3 Late RFP Policy

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

3.4 Cost of RFP Document

Vendor / Service Provider has to submit demand draft for Rs. 10000/- (Rupees Ten Thousand Only) issued by any scheduled commercial bank in India, in favour of the ‘Bank of Maharashtra’, payable at Pune towards cost of this RFP document. The same has to be submitted along with the bid. This is non-refundable.

3.5 RFP Validity Period

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

3.6 Requests for Information

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

**The Deputy General Manager,
Operations,
Information Technology Department
Bank of Maharashtra, Head Office,
“Lokmangal” III Floor, 1501, Shivajinagar,
Pune 411 005.**

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

Bank will not answer any communication initiated by Respondents later than five business days prior to the due date for lodgment of RFPs. However, Bank may in its absolute discretion seek, but is under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their contact number/email address(es) as responses to queries will only be provided to the Respondent via email.

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

Bank, if required, may negotiate with L1 bidder.

3.7 Notification

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

3.8 Disqualification

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

4. PURPOSE OF RFP

The Bank is planning to outsource the services of storage of physical non-current records kept at Branches/ Offices in PAN India. The Bank wishes to appoint competent service provider to undertake Record Storage and Management Services, for outsourcing of record collection, storage and maintenance in line with regulatory requirements. The archiving of transaction vouchers, application forms, and service request forms to be done on monthly basis or as specified by the Bank. The above documents processed during a month to be archived by 15th day of next month. **Besides managing the documents the Service Provider will also have to archive and destruct non-current documents as per bank's and RBI's record keeping policy with prior intimation to the Bank.**

High level scope of services required for Records Management be as below -

- Vendor has to ensure that all documents picked up from branches/ offices are classified, indexed, scanned and archived within 2 working days.
- In case of any retrieval requests, the vendor has to ensure that the document is retrieved and delivered within 1 working day.
- MIS for all the archival and retrieval is updated within 1 working day from the day of service request.

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

The Service Provider's involvement is expected to be spread across an overall period of 36 months from the date of contract.

5. DETAILED SCOPE OF WORK

The Bank is looking for a Managed Service Provider for archiving, storing and managing physical non-current records.

The proposed service will be extended to Head office, Zonal offices, branches and central hubs in a phased manner.

The categorization of the documents to be archived may be as follows:

- **Account Opening Forms:** Saving Bank, Current Account, Term Deposit Account opening forms and related documents will be given for secured storage. Scanning of the forms may also be done as per the requirement of the Bank.
- **Transaction Vouchers:** Transaction vouchers, cheques and other instruments. These will not be scanned. However, in case of a specific request from any Branch or any other Bank's office, the scanned copy of the requested voucher will have to be made available along with the physical copy, as per the request.

- **Files, Registers, Scrolls:** Files, registers and scrolls from various branches and offices will be stored. These will not be scanned.

Service Provider is expected to perform the following for period of contract:

5.1 Collection:

- Shall visit different branches/offices/central hubs of the bank for collection of non-current records/ documents in physical form i.e. files, bound vouchers, bundles, registers, ledgers etc. for storage in a time bound manner which will be decided mutually.
- Shall carryout collection on specific authorization by the Bank's designated authority or instructions of the Bank in writing/mail from Office ID.
- In respect of Centralized Hubs, the Bank may instruct the vendor to do the collection, depending upon the number of records (the frequency may vary as per requirement).

5.2 Transport:

- Shall arrange lifting of non-current physical records viz vouchers, files, registers etc, as provided by the bank, from the bank's premises (Head Office, Zonal offices and Branches) by their own transport facility to the their storage locations with GPS enabled tracking mechanism.
- Must comply with the local traffic, health, safety and other legislative requirements during transport

5.3 Scanning (A4 Size Grey Scale) (as per Bank's requirement):

- Shall prepare documents for scanning by conducting one or all of the following activities, as and when required i.e. de-filing, de-stapling, removing staples pins of photographs pasted on documents and pasting them with adhesives, creasing, pasting etc.
- Shall prepare bundles for scanning and maintain the documents in an orderly manner without disturbing the chronology of the documents and without mixing pages between different documents.
- Shall scan complete files and save the digital copies
- Shall ensure that quality of scanned images is enhanced up to the optimum level.

5.4 Indexing:

- Shall ensure that post scanning completion the physical files are indexed and stored.
- Shall assign identification numbers and create a cross reference for easy retrieval of all the documents archived.
- Provide the ZO GAD and respective branches/ offices with the list of the cross reference identification numbers of archived documents
- Acknowledgements of the records giving the number of box/ cartons with description and number of files/ registers/ bound vouchers bundles, etc. in each box/ carton are to be given to the concerned branch/ office at the time of pickup. Thereafter the Service Provider shall give the softcopy and hard copy of list of inventory.

5.5 Storage:

- Provide safe and secured dedicated space for storing physical records of the Bank.
- The building/structures for storage facility should be a permanent construction preferably on a three feet plinth with RCC/ Strong and Corrosion Resistant modern

metal roofing, specially designed to protect Bank's records from water, fire, theft, dust and having proper drainage provision.

- The Records Storage Centre Premises where Bank's Records are going to be kept, must be certified by a competent engineer / firm on the Dead Weight Bearing & Structural Stability aspects.
- Storage facilities must be locked and guarded 24 X 7. No unauthorized personnel can be allowed access to the bank's records at any time. Access be controlled by card based/bio metrics electronic access control system and a record kept on register of personnel and material entering and leaving the secured area.
- CCTV monitoring of the area with recording for minimum two weeks is essential.
- Service Provider must confirm that Pest and Rodent Control and Termite treatments are carried out regularly in the storage space for a Pest Free environment.
- Storage space should be equipped with a state of the art smoke and fire detection system.
- Storage space should have adequate Fire Fighting equipment and the staff should be trained to operate the same. Fire protection system to include Fire alarm system, Fire Extinguishers, including modular extinguishers, in accordance with relevant local standards.
- Service Provider must confirm and furnish their Business Continuity Plan, Disaster Recovery Plan, Emergency Response Plan, Waste Management Policy, Safety Manual and Standard Operating Procedure for record storage and services.
- The Service Provider should have trained / experienced personnel and manpower to carry out records maintenance activity.
- Title of Space acquired by the Service Provider should be legally managed by Vendor only. Subcontracting the work is not permitted. Title of space should be clear and it should be free from any encumbrances. Service Provider should certify that all legal & technical formalities are completed for this storage space. The Building for storage must be constructed in accordance with the local relevant legislations. Service Providers are required to demonstrate/ provide evidence of legal ownership or lease of the storage facility with approved site/ building plan.
- Storage area should be insured against fire, flood, cyclone and other natural calamity besides theft, burglary etc. and the vendor will bear the cost of such insurance.
- Sketch Map of storage area with its location shall have to be furnished to the Bank.
- The storage cartons must be dust resistant with flaps or a lid forming a seal against airborne particles as per the following specifications:

Carton Size and design: 5 ply die-cut bottom minimum size 42 cms x 32.5 cms x 26 cms with corresponding 3 ply die-cut top lid with tuck-in on the top on the width sides

Broad Properties: Top minimum 180 GSM 24 BF paper and rest 140 GSM 20 BF

- Storage Services should be available on all working days of Bank. Storage timing should match Bank's working hours.
- The Bank reserves the right for inspecting the Record Storage Center to confirm compliance, at any time, by Bank's representative/ security official/ RBI representative. The Service Provider shall allow any person, officers, auditors or any authorized representative from the Bank to visit / inspect the Storage arrangement only after receipt of prior written notice issued / given by the Bank.
- Preference may be given to such Service Provider who will be having their own arrangement for providing vehicle to carry out boxes and documents from Bank to Service Provider's place & vice-versa.
- The Service Provider should have E.S.I.C., P.F. registration and hold Labour License. Photocopies of valid registrations and license should be furnished with the RFP.
- They also should have adequate scalability in Storage Space in the locations over the period for added records.
- The location of the storage building is preferred to be in Safe Zone, which does not have history of natural calamities like floods, cyclones, inundation, earthquake, etc.
- Storage space be equipped with the latest Electronic Security, which includes CCTV Surveillance Cameras with recording for minimum two weeks is essential. The CCTV footage be made available to the authorized person's of the Bank, at regular interval.
- No leakage from water pipes sprinklers, mechanical installations, roots, drains, or any other source of water ingress in the storage area.
- Service Providers are required to use any racking system of reputed company.
- The Service Provider is required to operate the facility of storage of non-current records of banks in accordance with the local legislative requirement in respect of health and safety legislation, employment law, fire safety law, relevant building codes.

The diagrams below depict the Records Management and Storage Process –

5.6 Records Management – Proposed Archival process

Process flow –

Branch –

1. Branch staff to collate all the documents to be archived.
2. Competent authority to certify number of records to be archived.
3. Competent authority to send an email to service provider, with a copy to ZO-GAD

Service Provider –

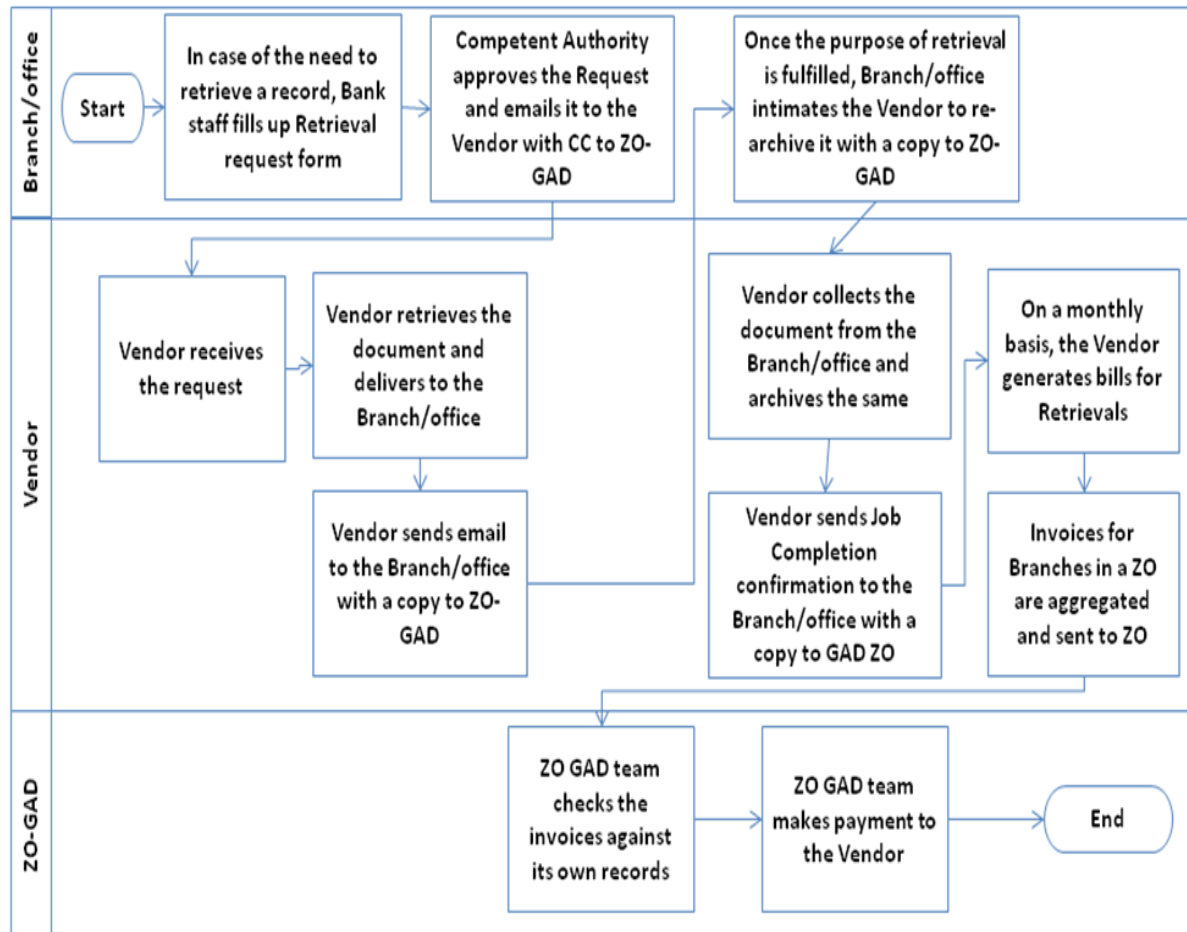
1. Service provider receives the request from the branch.
2. Service provider visits the branch for pick up of records from Branch/ Office
3. Based on the Bank's requirement, service provider identifies documents to be archived with or without scanning.
4. Service provider scans (wherever applicable) and indexes the documents in the Bank's premises before carrying the records to their RSC.
5. List of documents being archived should be prepared and handed over to the respective office/ Branch and due acknowledgement on a copy should be obtained before the records are shifted to RSC
6. Service Provider archives all the physical documents.
7. Service Provider sends the job completion confirmation to the respective Branch/ office with a copy of the same to respective ZO-GAD
8. On monthly basis the Service Provider generates invoices for various branches/ offices
9. Invoices for Branches/ offices under a ZO are aggregated and sent to ZO. The invoices should be supported by the copy of acknowledgement that has been obtained from the branch/ office while pickup of records was done.

ZO –

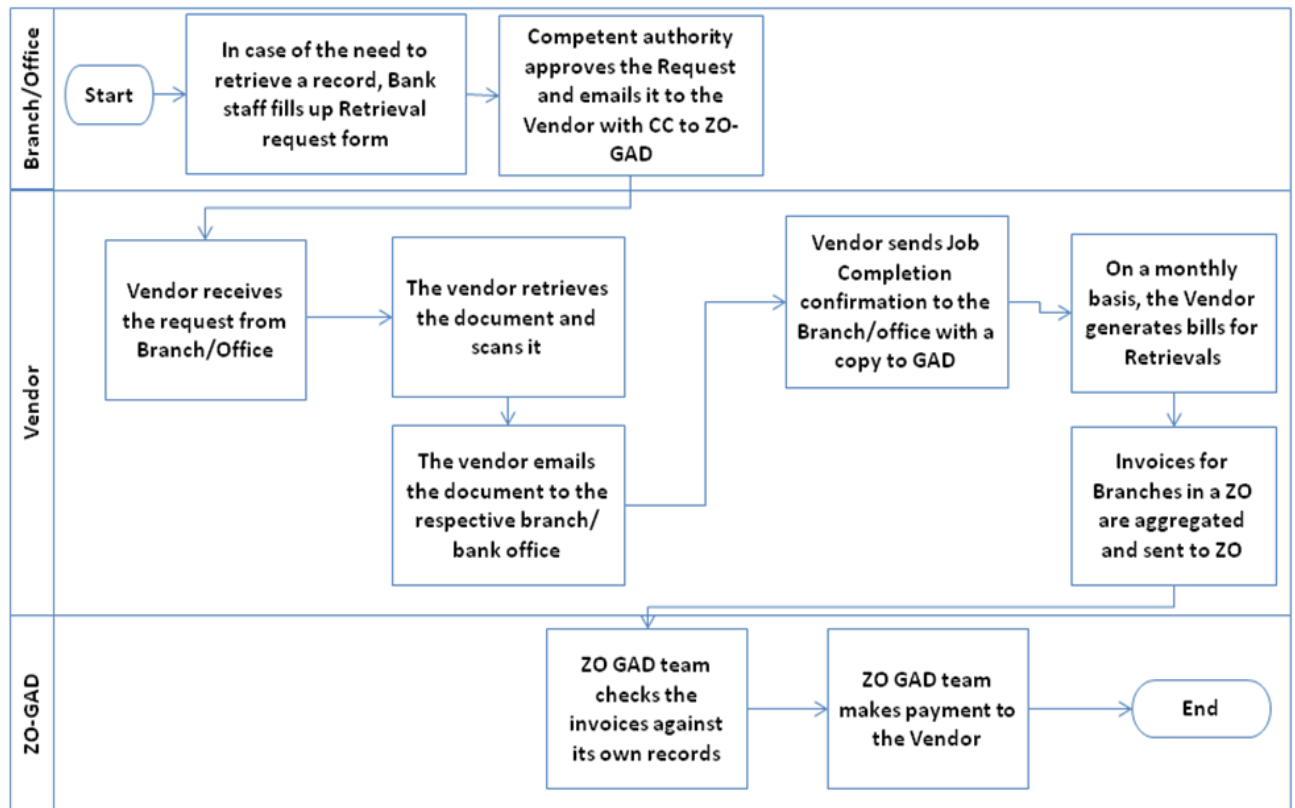
1. ZO GAD checks the invoices against its own records.
2. ZO GAD makes payment to the service provider for the invoices raised for the branches under their control.

5.7 Records Management – Proposed Retrieval process of physical document (For both kind of documents – archived with scan and archived without scan)

The Service Provider undertakes to retrieve and deliver the requested cartons, files, vouchers, ledgers, registers and any other documents within below specified TAT upon receipt of a written request in the form of faxes, e-mails or letters from the authorized officials of the bank. Retrieval shall mean delivery to the bank's premises at different locations.



5.8 Records Management – Proposed Retrieval process of documents archived without scanning



5.9 Turn Around Time:

Nature of retrievals	Agreed TAT
Ordinary retrievals	requests by e-mail/ online mode received by 5 P.M. will be delivered by the next working day (24hrs. TAT)
Electronic format retrievals	requests by e-mail/ online mode received by 12 noon will be delivered in electronic format by the same day.
Urgent retrievals	requests by e-mail/ online mode received by 12 noon will be delivered by the same day. (4hrs. TAT). (A maximum request of 25 files will be entertained at one time. For request over & above this, the delivery will be on best effort basis)
Bulk project retrievals	Communicated by the bank at the time of assigning the task (with mutual consent)

5.10 Provide audit space to the authorized representatives of the Bank for retrieval, inspection and audit of their records.

5.11 Arrange inward & outward movement of the documents from the collection points to the scanning Centre along with necessary documented checks.

5.12 Run necessary number of shifts and teams for the completion of the work as per the bank's agreement. Service Provider to facilitate appending of additional records/ information for existing records of the branches/ offices, whenever required.

5.13 Management Information Reports:

Provide the center wise/ branch wise reports as per Bank's requirement and periodicity to the designated offices.

- Total number and details of the cartons with size containing records of the bank being stored.
- Total number and details of the bank's cartons/records retrieved (delivered) during a period.
- Total number and details of the bank's cartons/records returned by the Bank.
- Total number and details of the bank's cartons/records destroyed.

5.14 Retention of Records:

The Service Provider will retain and maintain the records as per Record Maintenance Policy of the Bank, which shall be provided by the Bank.

Service Provider must confirm and furnish their Business continuity Plan, Disaster Recovery Plan, Emergency Response Plan, Waste Management Policy, Safety Manual and Standard Operating Procedure for record storage and services

5.15 Improvement in processes

The Bank will accept any up gradation/ improvement in the system/ processes which will contribute to better Records Management at its sole discretion.

5.16 Migration of Bank's Record Management Data

Bank plans to use the Record Management system available with the Service Provider. However, in case Bank intends to use its own Record Management system in future, the Service Provider shall provide necessary data/ assistance/ cooperation to the Bank to facilitate such migration. The same is applicable in case of change of Service Provider during/ after the period of contract.

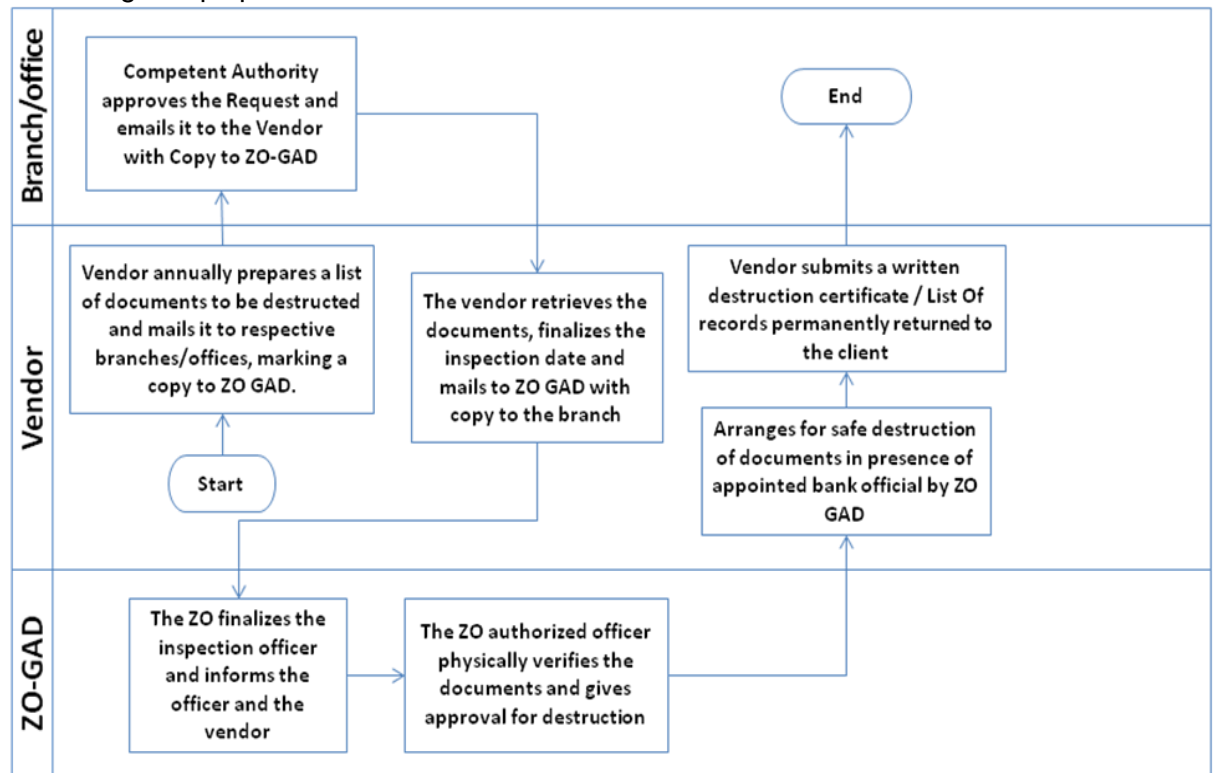
5.17 Records Management – Proposed Destruction Process

Destruction/ Permanent retrieval of unwanted / Time barred records:

- In the beginning of each financial year (April), the Service Provider will prepare the List of records, which have outlived their retention period in terms of Record Maintenance Policy provided by the Bank and inform the concerned branch/office and seek their written consent for destruction.
- Unless there are instructions to the contrary, non-current records meant for destruction will be shredded/ burnt in the presence of Bank's authorized officials.

- Mode, date of destruction and details of Bank's authority will be recorded in the system, against each relevant item.
- Amount earned at Record Storage Centre on account of selling record to the paper mill/ scrap dealer for converting into pulp will be credited to Bank's Account in the head of "Miscellaneous Income".

The Service Provider will arrange for transport, labour and other necessary support to send the non – current records to the chemical furnace or paper mill, for burning or converting into pulp.



5.18 Important requirements

The following requirements need to be fulfilled by the selected bidder before the signing the contract.

1. The Service Provider must have ESIC, PF registration and hold Labor License. Photocopies of valid registrations and license must be furnished with technical Bid. Service Provider must certify that proper Shops and Establishment licenses are acquired and able to produce whenever required by the Bank. Photocopies of valid registrations and license must be furnished with technical Bid.
2. Storage area must be insured against fire, flood, cyclone and other natural calamity besides theft, burglary etc. Photocopies of valid insurance policy must be furnished with the Technical Bid.
3. The building/structures for storage facility should be a permanent construction preferably on a three feet plinth with RCC/ Strong and Corrosion Resistant modern metal roofing, specially designed to protect Bank's records from water, fire, theft, dust and having proper drainage provision.
4. The Records Storage Centre Premises where Bank's Records are going to be kept, must be certified by a competent engineer / firm on the Dead Weight Bearing & Structural Stability aspects for all centers.
5. Storage facilities must be locked and guarded 24 X 7. No unauthorized personnel can be allowed access to the bank's records at any time. Access be controlled by card based/bio metrics electronic access control system and a record kept on register of personnel and material entering and leaving the secured area.
6. CCTV monitoring of the area with recording for minimum two weeks is essential.
7. Fire protection system to include Fire alarm system, Fire Extinguishers, including modular extinguishers, in accordance with relevant local standards should exist.
8. Service Provider must confirm that Pest and Rodent Control and Termite treatments are carried out regularly in the storage space for a Pest Free environment.

6. EVALUATION PROCESS

6.1 Pre Qualification Criteria

To qualify for submission of the bid, each Service Provider must meet all of the following pre-qualification criteria in their Technical Bid so as to get eligible for technical evaluation.

1. The Service Provider may be a Government Organization/ PSU/ PSE/ Private/ Public Limited Indian Company/ Others under Indian Laws. The Service Provider shall submit the **Certificate of Incorporation** along with the Technical Bid in respect of this requirement.
2. The Service Provider must have minimum **5 years of experience** in India of storing and managing minimum **1 Lac cubic feet of physical records** aggregating from **3 Scheduled/ Commercial Banks** out of which **at least two** should be from Public Sector Bank (**Annexure 4**) excluding Pilot Projects. Certificate of satisfactory performance from the clients is to be enclosed.
3. Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Tendering Authority. A Self-declaration Certificate should be enclosed (**Annexure 5**).
4. The Service Provider should have never been blacklisted / barred/ disqualified by any regulator / statutory body. A self declaration certificate should be enclosed. (**Annexure 5**)
5. Should have a minimum turnover of at least Rs 15 cr in the last two out of three years for Indian operations (2016-17, 2015-2016, 2014-15)
6. Should be a profitable company (Net Profit) in the last two out of three years for Indian operations (2016-17, 2015-2016, 2014-15)
7. Should have adequate presence in the State of Maharashtra, with record storage and management capabilities in Mumbai and Pune.
8. Title of Space acquired by the Service Provider must be legally managed by Service Provider only. Subcontracting the work is not permitted. Title of space must be clear and it must be free from any encumbrances. Service Provider must certify that all legal & technical formalities are completed for this storage space (**Annexure 7**).
9. The Vendor should have aggregate space of at least 3,00,000 square feet exclusively for storing records, spread across at least ten locations PAN India, out of which five should be in Metro locations, with provision to allot required storage space for Bank's records when required.
10. The Service Provider must have ISO 27001:2005 certification for Data Security in Service Provider's name.
11. The Service Provider must have International certification/affiliation/Membership from Professional Records & Information Services Management (PRISM) for record management. Photocopy of the registration must be furnished with the Technical Bid.
12. **Adoption of Integrity Pact** : (Integrity Pact as per **Annexure 15** to be submitted on Rs. 500 Stamp Paper.)

- 12.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- 12.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
- 12.3. The Bidders shall submit signed integrity pact as per **Annexure 15** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
- 12.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- 12.5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- 12.6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 12.7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- 12.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 12.9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

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

‘Banks’ means Banks in India only and does not include Cooperative banks and Regional rural banks

- The bidder needs to comply with all the eligibility criteria mentioned above. Non-compliance to any of these criteria would result in outright rejection of the bidder's proposal.
- The bidder is expected to provide proof for each of the points for eligibility evaluation.
- All credential letters / agreements should be appropriately bound, labelled and segregated in the respective areas.
- There is no restriction on the number of credentials a bidder can provide.
- Any assumptions made by the bidder's in response to this RFP will be at their own risk and cost. The Bank will not be liable for any such assumptions / representations made by the bidder. The Bank's assumptions and decision will be final.

6.2 Evaluation Criteria & Methodology

A single stage two envelope bidding system shall be followed. The bidder shall submit technical bid in one envelope and financial bid in another envelope. The envelope containing technical bid shall be opened and evaluated first. Those bidders who meet eligibility criteria shall be pre-qualified and financial bids of only such prequalified bidders shall be opened and evaluated. The lowest bidder shall be selected.

Only the Service Providers who score more than 70 (Seventy) marks in Technical Evaluation process will qualify for Commercial Evaluation process. Once the evaluation of technical proposals is completed, the Service Providers who score more than the prescribed cut-off score will only be short listed.

Bank will carry out reference site visit (one reference site per bidder) as a part of Technical Evaluation process.

The commercial proposals of technically short listed Service Providers will be opened.

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

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

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

Our Bank's Business Rules and Terms & Conditions of Reverse Auction are as per Annexure-13 & 14. Please note the contents and comply with the requirements of the same. Bidders are requested to ensure that they have a valid digital certificate well in advance to participate in Reverse Auction event. The cost of the digital certificate has to be borne by the bidder only. Bidders shall participate in the training or mock auction at their own cost.

6.3 Split Clause

Bank may, at its sole discretion allot the work to two or three Service Providers based on L2 and L3 agreeing to parity of rates quoted by L1. Basis of allotment will be as under:

- a) In case the Bank decides to have two Service Providers, work allotted to L1 will be 60% and L2 will be 40%.
- b) In case the Bank decides to have three Service Providers, work allotted to L1 will be 50%, L2 will be 30% and L3 will be 20%.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

6.4 Technical Bid Evaluation Criteria

The Technical proposal evaluation process would focus on the ability of Service Provider to satisfy technical requirements of the assignment, quality assurance procedures and experience of safekeeping of records. Technical proposals will be evaluated based on the following criteria:

S No	Evaluation Criteria	Points	Marking System
1	Experience Capabilities	60	Experience in storing and managing physical records for Nationalized Banks in India (Maximum points-10) More than 7 years – 10 points 5 to 7 years – 2 points for each complete years
			Experience of storing and managing physical records for Nationalized Bank in India (Maximum points– 10) <ul style="list-style-type: none">• 5 Nationalized Banks & 3 other Scheduled/Commercial Banks – 10 points• 3 Nationalized Banks and 2 other Scheduled/Commercial Banks – 06 points• 2 Nationalized Banks & 1 other Scheduled/Commercial Banks – 04 points
			Volume of storing and managing physical records for Nationalized/ Scheduled/ Commercial Bank cumulatively (Maximum points – 05) <ul style="list-style-type: none">• Above 3 lacs cft. - 05 points.• 1 lacs to 3 lacs cft – 01 point for each lac cft.
			Annual financial turnover in the last three financial years i.e. 2014-15 to 2016-17 from Indian Operations (Maximum points – 08) <ul style="list-style-type: none">• More than Rs.25 Crores – 08 points• More than 20 Crores – 06 points• More than 15 Crores to 20 Crores – 01 point for every additional Crore
			Aggregate space exclusively for storing records, spread across PAN India with provision to allot required storage space for the Bank's physical records (Maximum - 10 points) 3 lac and above sq. ft. out of which 50000 sq ft. or more space owned – 10 points 3 Lac and above sq. ft. out of which 25000 < 50000

			sq. ft. space owned – 06 points. 3 Lac and above sq. ft. out of which NIL sq. ft. space owned – 03 points.
			Records Storage Centers across India having storage buildings, out of which 5 in the Metro locations specially designed to protect Bank's Records from water, fire, theft, pests, dust, moisture, etc. with 24x7 Manned Security and latest in Electronic Security Systems (Maximum - 10 points) 15 RSC and above out of which 5 in the Metro locations – 10 points 12 RSC out of which 5 in the Metro locations – 07 points 10 RSC out of which 5 in the Metro Locations – 03 points
			(Maximum points – 7) Documentation of Business Continuity Plan – 03 Points Documentation of Disaster Recovery Plan –03 Points 250+ employees – 1 Point
2	Individual Storage Facilities (Submit Annex for Each RSC) Evaluation will be Based on average	25	Bank's Representatives will visit one or more Records Storage centers of pre-qualified Service Providers to verify the following criteria (Maximum 25 points) - Permanent Construction – 02 Points 3 Ft. Plinth – 02 Points RCC/Strong & Corrosion Resistance Modern Metal Roofing – 02 Points Fire Doors – 02 Points Trained staff – 01 Point 24 X 7 Security Guards – 02 Points Metal Detector– 01 Point Biometrics System – 03 Points Fire Hydrant System – 03 Points Fire Alarm System – 03 Points CCTV – 02 Points Pest & Rodent Control – 02 Point
3	Record Management Software & Processes	15	The Service Provider should have implemented a Comprehensive Records Management Software. The Service Provider should have the ability to customize the process with access to the Source code of the software being used by the Service Provider at any time – 06 Points Records data on SQL / RDBMS Database – 02 Points In house IT server setup with Firewalls & Anti Virus – 02 Points CMMI Level III Certification – 02 Points MPLS Connectivity connecting all RSC – 02 Points On-Line Access – 01 Point
	TOTAL	100	

7. INSTRUCTION TO BIDDERS

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

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

Bank's address
The Deputy General Manager, Operations, Information Technology Department Bank of Maharashtra, Head Office, "Lokmangal" III Floor, 1501, Shivajinagar, Pune 411 005.

Following three officers have been authorized to accept the RFP documents

1. Ms. Manisha Sharma, Senior Manager,
2. Mr Satish Phatak, Senior Manager,
3. Mr Anwar Makandar, Senior Manager.

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

Type of Offer (Technical/Commercial)

RFP Reference Number

Due Date

Name of Bidder

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

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

Envelope-I (Technical bid along with softcopy):

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

Envelope-II (Commercial Bid):

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

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted. These two envelopes containing the Technical Bid and Commercial bid should be separately submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

Sealed envelope containing Technical bid should be super scribed “**Technical Bid for Appointment of Service Provider for Record Storage and Management Services**” and envelope containing Commercial Bid should be super scribed “**Commercial Bid for Appointment of Service Provider for Record Storage and Management Services**”. Both the envelopes should be kept in one envelope super scribed on top “**RFP for Appointment of Service Provider for Record Storage and Management Services**” addressed to the Bank clearly indicating .Service Provider’s address and contact details.

7.2 Earnest Money Deposit: Bidders are required to submit along with the offer a Demand Draft / BG (DD valid for three months & Bank Guarantee for six months from the date of the RFP) drawn in favor of Bank of Maharashtra , for an amount of Rs.10.00 lakh (Rupees Ten lacs only) towards Earnest Money Deposit (EMD). Offers made without E.M.D. will be rejected. **Bank will not pay any interest on the E.M.D.** The bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or any other Scheduled Commercial Bank acceptable to Bank of Maharashtra. The format of BG is enclosed. The Bid Earnest Money will be refunded to the un-successful bidders only after the completion of the bid process.

7.3 Forfeiture of Earnest Money

The EMD will be forfeited on account of one or more of the following reasons:

- a) The Bidder withdraws his RFP before processing of the same.
- b) The Service Provider withdraws or modifies the offer after opening of bid but before acceptance of “Letter of Appointment” issued by the Bank
- c) The selected bidder withdraws his RFP before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- d) When the Service Provider does not execute the agreement if any, prescribed within the specified time.
- e) When the Service Provider does not deposit the security money after the work order is given.
- f) When the Service Provider fails to commence the work as per work order within the time prescribed.
- g) The bidder violates any of the provisions of the terms and conditions of this RFP specification

In case of un-successful Service Providers, EMD will be released after completion of tendering process.

7.4 Terms & Conditions

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

7.5 Non- Transferable Order

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

7.6 Pre- Bid meeting: For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Conference meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach in writing or by e-mail on or before 24/01/2018 by 16:00 hours on the address as mentioned below. All the queries of the vendor would be addressed in the scheduled pre-bid meeting only. The clarifications given in the Pre-Bid meeting will be uploaded on the bank's website.

**The Deputy General Manager,
Operations,
Information Technology Department,
Head Office,
Bank of Maharashtra,
1501, Lokmangal, Shivajinagar
Pune-411005**

Email: dgmoperations@mahabank.co.in;
agmoperations@mahabank.co.in;
manisha.sharma@mahabank.co.in

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

7.7 Opening of Offers by Bank of Maharashtra

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

8. PROPOSAL FORMAT AND SUBMISSION PROCEDURE

Each individual Service Provider has to necessarily fulfill the eligibility criteria stipulated and the terms of two bid system should be strictly adhered to. The Service Providers will have to go through three stages of process viz.

Stage -1 Technical Assessment based on eligibility criteria and documents submitted.

Stage -2 Site visit (any existing facility/s of the Service Provider) by a team/ committee.

Stage -3 Opening of Commercial Bid.

Service Providers have to qualify in Stage 1 and Stage 2, to be eligible for consideration for Stage 3.

The proposal should be prepared in the following **Two Envelopes**:-

S. No.	Item
A	Envelope - A Technical Bid Documents duly Indexed
1	Cost of RFP (DD for Rs.10000.00)
2	Earnest Money Deposit (DD or BG for Rs.10,00,000.00)
3	Photocopy of Certificate of Incorporation
4	Photocopy of E. S. I. C. Registration
5	Photocopy of P. F. Registration
6	Photocopy of Labor License
7	Photocopy of Shops & Establishment Registration
8	Photocopy of Insurance Policy for Storage Areas
9	Photocopy of ISO 27001:2005 Certificate
10	Photocopy of International certification/ affiliation/ membership from Professional Records & Information Services Management (PRISM) Registration
11	Service Provider's Proposal Letter
12	Service Provider's Authorization Certificate
13	The documents establishing Service Provider's experience, eligibility and qualification requirements
14	Self-Declaration certificate as required
15	Certificate of Conformity as required
16	Financial information about the Service Provider
17	RSC, General & Technical Information
18	Any other Technical Information
B	Envelope - B Commercial Proposal

9. TERMS AND CONDITIONS

9.1 Period of Contract

The period of contract shall be for 3 year from the date of execution of SLA. The contract may be further renewed depending on the satisfactory services of the Service Provider and at Bank's discretion and on mutually agreed terms. There shall be no increase in the contracted price during the said period of 3 years. Service provider will continue to provide the services on the existing terms & conditions for five years and will be liable for any breach and discontinuity in the services. Service Provider will continue to provide the services on the same terms and conditions till execution of new contract. Bank may annually review the performance of the service provider and if the performance is not found satisfactory, bank reserves the right to terminate the contract.

9.2 Payment Terms

There will not be any advance payment. Payment will be released on monthly basis on submission of invoices. Branch wise total number of archivals and retrievals, after successful collection, transportation, storage, retrieval, certified destruction and permanent retrieval of physical records as per certification by the authorized person of the concerned office, duly countersigned by the Bank Officials of the branches/ offices be submitted with the invoices. Charges for a particular month will be paid in the succeeding month. Amount will be released after deducting penalty, if any, as per clause of this RFP.

9.3 Penalties

Turn-Around-Time (TAT) to be maintained at all the time else will attract a penalty as mentioned below:

Ordinary Retrievals

Applicable Condition	Applicable Penalty
95% of the total Retrievals in a month as per TAT	NIL
Less than 95% of the total Retrievals in a month as per TAT	10% of the retrievals billing of the month

Urgent Retrievals

Applicable Condition	Applicable Penalty
Retrievals which are not adhered to in 1 day TAT-will be considered as Ordinary Retrieval	As above.

Penalty on loss of documents on account of fire/ flood or other such eventualities

Bank may levy a penalty to the extent of 10% of TCO on loss of documents on account of fire/ flood or other such eventualities.

9.4 Liquidated Damages

In case the Service Provider fails to provide services as per requirement of the bank, the bank shall without prejudice to its other remedies under the contract forfeit the Initial Security Deposit either in part or full. The Bank will be the final authority to ascertain the veracity of any reason provided by the Service Provider.

Notwithstanding the provisions of contract, the Service Provider shall not be liable for forfeiture of its Initial Security Deposit or termination for default, if and 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.

9.5 No Exit Cost

Bank may decide to give the contract to other Service Provider after the expiry of the contractual period, or if the contract is terminated for any reason. In such a scenario, Service Provider has to hand over all the Bank's records to the respective branches or to the new Service Provider (as the case may be) at their location, without any extra cost.

9.6 Non Payment of Charges

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

9.7 Assignment

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

9.8 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.

9.9 Execution of SLA/NDA

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

9.10 Bank reserves the right to

- Reject any and all responses received in response to the RFP
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- To negotiate any aspect of proposal with any bidder
- Extend the time for submission of all proposals
- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.

9.11 Professionalism:

The Service Provider 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.

9.12 Adherence to Standards:

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

1. The Bank reserves the right to conduct an audit/ongoing audit of the services provided by the Service Provider. As per RBI guidelines, Bank shall be at liberty to share the agreement or the information as provided by the Service Provider to RBI or any other regulatory / statutory authority and also access to the books of account of the service providers.
2. 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.
3. EXPENSES: It may be noted that Bank will not pay travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses. The price quoted should be all inclusive prices inclusive of expenses but exclusive of taxes and surcharges which will be billed on actuals.
4. The bid should contain the resource planning proposed to be deployed for the project which includes, inter-alia, the number of personnel, skill profile of each personnel, duration etc.

9.13 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.

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 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.

9.14 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 .

9.15 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.
- 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 month's 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, forfeiture of EMD amount, if any, under this contract or any other contract/order.

9.16 Subcontracting

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

9.17 Non Disclosure Agreement

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

- a) to use the information only as needed for the purpose solely related to this project.
- b) except for the purpose of execution of this project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information.

The bidder shall not disclose any information to parties not involved in delivery of services as specified in the scope of the work of this document and violation if any will be treated as

breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the bidder in any future RFP process of the bank.

Any information considered sensitive must be protected by the vendor from unauthorized disclosure or access. This clause will survive the expiration/ termination of the contract.

9.18 Indemnity

Bidder shall indemnify, protect and save Bank of Maharashtra against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc., or all information that the Bank could consider as "Confidential Information" or such other statutory infringements in respect of all the hardware/software/network equipment etc., supplied/ used by the bidder to perform the contract. Bidder shall also indemnify the bank for any loss, damages etc., caused to the bank by any act of commission or omission of the bidder. The bidder shall indemnify bank, its officials, Director, Employees etc. against any claim of third party (Including attorney fees).

9.19 Bank Guarantee

Within 15 (fifteen) days (inclusive of holidays) of date of Commencement & Acceptance, the successful Bidder shall furnish a bank guarantee for a period of 36 months from the date of acceptance to the Bank. Bank Guarantee for an amount of 10% equivalent to 36 months service charges. The bank guarantees issued by any Public Sector Bank other than Bank of Maharashtra or any Scheduled Commercial Bank acceptable to the Bank.

9.20 Resolution of Disputes

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

If within thirty days from the commencement of such informal negotiations, the Bank and the Service Provider have been unable to resolve amicably a contract dispute; the same may be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by sole Arbitrator mutually agreed upon between parties. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Pune.

9.21 Force Majeure

The Service Provider 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 Service Provider and not involving the Service Provider'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 Service Provider 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 Service Provider 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 Contractor shall hold consultations 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 Service Provider.

ANNEXURE 1 – SERVICE PROVIDER PROPOSAL LETTER

[Location, Date]

REF:

To

**The General Manager,
Operations,
Information Technology Department
Bank of Maharashtra, Head Office,
“Lokmangal” III Floor, 1501, Shivajinagar,
Pune 411 005.**

Dear Sirs,

We, the undersigned, offer to provide the services to Bank of Maharashtra in accordance with your Invitation for RFP dated [Insert Date].

We are hereby submitting our response to your RFP invitation with all the desired information and documents.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

ANNEXURE 2 - SERVICE PROVIDER'S AUTHORIZATION CERTIFICATE

To,
**The General Manager,
Operations,
Information Technology Department
Bank of Maharashtra, Head Office,
"Lokmangal" III Floor, 1501, Shivajinagar,
Pune 411 005.**

<Service Provider's Name> _____,
<Designation> _____ is hereby authorised to sign
relevant documents on behalf of the company in dealing with RFP of reference <RFP
No. & Date> _____. He is also authorised to attend
meetings & submit technical & commercial information as may be required by you in
the course of processing above said RFP.

Thanking you,

Authorised Signatory

<Company Name>

Seal

ANNEXURE 3 – DISCLOSURE ON CONFLICTING ACTIVITIES

REF:

To

**The General Manager,
Operations,
Information Technology Department
Bank of Maharashtra, Head Office,
“Lokmangal” III Floor, 1501, Shivajinagar,
Pune 411 005.**

Dear Sirs:

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

ANNEXURE 4 - WORK EXPERIENCE CERTIFICATE

Name of the firm: _____

S. No.	Name of Nationalized/ Scheduled/ Commercial Banks for whom the Service Provider is providing Record storage services	Start Date	Valid till	No. of years served	Current volume of records stored (in Cft.)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
	Total				

* Service Provider should produce copies of valid agreements as documentary evidence for abovementioned information.

Date: _____

Place: _____

Signature of the Service Provider: _____

ANNEXURE 5 – SELF DECLARATION

Date: _____

To

**The General Manager,
Operations,
Information Technology Department
Bank of Maharashtra, Head Office,
“Lokmangal” III Floor, 1501, Shivajinagar,
Pune 411 005.**

In response to the RFP No _____ dtd _____ as owner/
partner/ Director of _____ I/ we
hereby declare that our agency _____

1. is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.
2. has never been blacklisted/ barred/ disqualified by any regulatory/ statutory body.

We are aware that if any of the above mentioned information is found to be incorrect, the contract if awarded, will be terminated.

Name of the Bidder : _____

Signature : _____

Seal of the Company : _____

ANNEXURE 6 – DETAILS OF BIDDER

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

RFP no. -----

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	
	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	
	Details of : Description of business and business background Service Profile & client profile Domestic & International presence	

No	Particulars	Details to be furnished by the bidder
	Gross revenue of the bidder (not of the group) Year 2016-17 Year 2015-16 Year 2014-15	

Declaration:

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

Place:

Date:

Seal & Signature of the bidder

ANNEXURE 7 – RECORDS STORAGE CENTERS INFORMATION

Name of the Service Provider: _____

Address of Records Storage Centre: _____

Owned / Leased Premises: _____

Records Storage Area In Sq. Ft. _____

Records Storage Capacity In Cub. Ft. _____

RECORDS STORAGE CENTRE BUILDING Availability of the following	Mark Y/N in all the boxes below
Permanent Construction (Walls & Flooring)- Brick work	
RCC/Strong & Corrosion Resistance Modern Metal Roofing	
Fire Doors	
Trained Staff	
24 X 7 Security Guards	
Metal Detector	
Biometric Access Control	
Fire Hydrant System	
Fire Fighting Equipment	
Fire Alarm System - Detectors	
CCTV With 2 Weeks Recording	
Pest Control and Rodent Control	
VESDA or Aspiration System	

- 1) Service Provider must attach a copy of lease/ ownership document and recent tax receipt for the above premises
- 2) Service Provider must attach a copy Certificate from a competent engineer/ firm on the Dead Weight Bearing & Structural Stability aspects of the above storage premises.

Signature: _____

Name: _____

Designation: _____

Seal: _____

ANNEXURE 8 - COMMERCIAL BID FORMAT**Price Schedule for the proposed Record Storage and Management Systems:**

The Service Provider should quote prices as per following schedule.

S. No.	Name of Item	Approx. cartons (a)	Rate Rs. (b)	Total cost Rs. (a)x(b)
1.	Initial fixed operational cost (per carton): Collection of non-current record from Head Office, Regional Offices or Branches, arranging, segregation, bar coding, data entry into the system, transportation to storage location, manpower cost including labour charges, packing charges and onetime cost of carton as per size and quality specified	100,000		
2.	Recurring cost (per carton per month): Recurring cost includes storage charges including all maintenance charges viz. electricity, security, telephone, stationery, manpower, pest control etc. as mentioned in RFP	100,000		
3.	Cost of retrieval (per carton) <ul style="list-style-type: none">• Ordinary retrieval within 24 hours to be delivered to Branches/ Offices and recollecting as mentioned in RFP• Emergency retrieval within 4 hours to be delivered to Branches/ Offices and recollecting as mentioned in RFP	1,000 500		
4.	Cost of retrieval (per file/ register/ vouchers) <ul style="list-style-type: none">• Ordinary retrieval within 24 hours to be delivered to Branches/ Offices and recollecting as mentioned in RFP• Emergency retrieval within 4 hours to be delivered to Branches/ Offices and recollecting as mentioned in RFP	1,000 500		
5.	Destruction of non current record (per file/ register/ vouchers) Including cost of transport, labour and all support to despatch the non current records to a chemical furnace or paper mill for burning or converting into pulp.	1,000		
	Total Cost in words _____			(Total Cost) 1+2+3+4+5

NOTE

1. The storage cartons must be dust resistant with flaps or a lid forming a seal against airborne particles as per following specifications.

Carton design: 5 ply bottom minimum Size: 42 cms x 32.5 cms x 26 cms with corresponding 3ply top lid with tuck-in on the top on the width sides.

Board properties: Top minimum 180 GSM 24 BF paper and rest 140 GSM 20 BF.

2. Price quoted should be exclusive of GST
3. All the above quantities are only for calculation of L1 Service Provider(s) and actual quantity may vary depending upon Bank's actual requirement.

L1 shall be decided on the basis of TCO.

The above formula will be used only to decide L1 Service Provider. After award of the contract the actual payments will be made by the bank on prorata basis as per rates quoted by the Service Provider on unit basis.

Signature: _____

Name: _____

Designation: _____

Seal: _____

Annexure – 9 PROFORMA FOR THE BANK GUARANTEE

Guarantee for payment of Earnest Money/ Security Deposit:

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid upto

Amount of Bank Guarantee: Rs.

To,

Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

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

1. Whereas the Beneficiary had invited RFPs to undertake record storage and management services at Pune vide RFP No 112017 dated _____.
2. One of the terms of the RFP is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 90 days from the due date of the RFP) for Rs 10 lakhs (Rs. Ten Lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s XYZ & Co.Ltd. hereinafter referred to as the said 'Contractors' have given their offer to undertake record storage and management services at Pune to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
4. At the request of the said M/s.XYZ & Co. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said RFP and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. 10 lakhs (Rupees Ten lakhs only) payable by the said Contractor/s under the said Contract.

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

Signed, sealed and delivered by Mr.

For and on behalf of the Guarantor Do so and

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

Annexure – 10 NON DISCLOSURE AGREEMENT

(On stamp paper of relevant value)

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

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

The Service Provider and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids for the engagement of Service Provider to undertake record storage and management services M/s after going through the Bid Documents and being interested to act as Service Provider and provide the services for record storage and management services, has submitted its Bid.

WHEREAS, the Service Provider is aware and confirms that the information, data, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the Service Provider in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Bank granting the contractor and or his agents, representatives to have specific access to Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

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

the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract; is the public domain
is received from a third party not subject to the obligation of confidentiality with respect to such information;
is received from a third party not subject to the obligation of confidentiality with respect to such information
is released from confidentiality with the prior written consent of the other party.

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

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

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

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

Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Pune.

Indemnity: The Service Provider/Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous (including attorney fees) or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Service Provider/Contractor. and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Service Provider/Contractor, in the course of discharge of its obligations under this Agreement.

The provisions hereunder shall survive termination of the Contract.

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

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

Annexure-11 Financial Details as per Audited Accounts

Years	FY 2014-15		FY 2015-16		FY 2016-17		Average Turnover	
	Total	From Record Storage Services	Total	From Record Storage Services	Total	From Record Storage Services	Total	From Record Storage Services
Turnover (Rs."000)								
Profit (Rs."000)								

Note:

The Service Provider should submit copies of Audited Accounts Statements.

The Service Provider should submit a certificate from their Chartered Accountant confirming the annual turnover from records storage services mentioned above.

Signature:

Name:

Designation:

Seal:

Annexure 12 General & Technical Information

Name of the Service Provider:

EXPERIENCE	
Experience in storing and managing physical records for Nationalized Banks in India.	Mark Y/N only in one box below
5 years and above.	
1 to less than 5 years	

Experience of storing and managing physical records for Public Sector Banks, Schedule / Commercial Banks in India	Mark Y/N only in one box below
More than Two Nationalized Banks	
Two Nationalized Bank	

Volume of storing and managing physical records for Public Sector Banks, Schedule / Commercial Banks PSUs cumulatively	Mark Y/N only in one box below
More than 3 Lac cubic feet	
1-3 Lac cubic feet	

Average annual financial turnover in the last three financial years i.e. 2014-15 to 2016-17 for Indian Operations	Mark Y/N only in 1 box below
More than Rs.20 Crores	
15-20 Crores	

Aggregate space of exclusively for storing records, spread across PAN India with provision to allot required storage space for the Bank's physical records	Mark Y/N only in 1 box below
3 Lac and above sq. ft. out of which 50000 sq ft. or more space owned	
3 Lac and above sq. ft. out of which 25000 <50000 sq. ft. space owned	
3 Lac and above sq. ft. out of which NIL sq. ft. space owned	

Records Storage Centers across India having storage buildings, out of which 5 in the Metro locations specially designed to protect Bank's Records from fire, theft, pests, dust, moisture, etc. with 24x7 Manned Security and latest in Electronic Security	Mark Y/N only in one box below
15 RSC and above out of which 5 in the Metro locations	
12 RSC out of which 5 in the Metro locations	
10 RSC out of which 5 in the Metro locations	

GENERAL INFORMATION	Mark Y/N
Documentation of Business Continuity Plan	boxes in all the
Documentation of Disaster Recovery Plan	
250+ employees	

SYSTEM INFORMATION	Mark Y/N in all the boxes below
Comprehensive Records Management Software with the Source code of the	
Records data on SQL / RDBMS Database	
In house IT server setup with firewalls	
CMMI Level III Certification	
MPLS Connectivity connecting all RSC	

Signature:

Name:

Designation:

Seal:

Annexure 13- COMPLIANCE AGREEMENT

(On stamp paper of relevant value)

This Compliance Agreement is made and entered into at this day of 2017

BY AND BETWEEN FIRST PARTY....., a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and Bank of Maharashtra a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at and having its registered office at Lokmangal, 1501, Shivajinagar, Pune 411005 (hereinafter called "the Purchaser/Bank" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and (Name of Service Provider) of (please specify the registered office of the (Service Provider) (hereinafter called "the Service Provider/Contractor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The Service Provider and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids for the engagement of Service Provider to undertake record storage and management services M/s after going through the Bid Documents and being interested to act as Service Provider and provide the services for record storage and management services, has submitted its Bid.

First party communicate the unconditional acceptance to the following terms and conditions of RFP

1. First party acknowledges that they have received, read, understood and agreed to all terms (including payment terms) in the RFP document no. 112017 for providing Record Storage and Management Services.
2. First party agrees that first party cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. First party agrees that first party are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on first party.
4. First party agrees not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence first party agree to abide by the required integrations of security policies of the Bank.
6. First party agrees to non-disclosure of trade information regarding the price, service specification, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA RFP documents remain the property of BANK OF MAHARASHTRA and all service providers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of service providers will be at BANK OF MAHARASHTRA's discretion.

9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
 10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
 11. Please note that BANK OF MAHARASHTRA may consider debarring a service provider in the event the service provider violates terms and conditions mentioned in this compliance agreement.
 12. First party have read the BANK OF MAHARASHTRA technical/ functional specifications for various services asked for in the RFP112017 & have agreed to comply with Quality, Technology & Service expectations.
 13. Solutions offered in technical bid will remain unchanged.
 14. If successful, first party are agreed to provide uninterrupted service for the contracted period subject to annual performance review by the Bank of Maharashtra.
- First party agrees to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

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

Annexure - 14

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

Introduction:

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

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

a. APPLICABILITY:

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in **Annexure-13**.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

b. ELIGIBILITY:

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

c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

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

d. TRAINING:

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

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

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

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

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

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

g. **CONDUCT OF REVERSE AUCTION:**

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

h. **PROXY BID:**

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

i. **TRANSPARENCY IN BIDS:**

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

j. **MASKING OF NAMES:**

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

k. **START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in **ANNEXURE 8 OF RFP** before the start of the bidding time of this document. Once the bidding time starts the system will show the TCO of **ANNEXURE 8 OF RFP**. This total value is taken as the start price of the bidding process.

l. **DECREMENTAL BID VALUE**

- i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.50,000/-.
- ii. The bid decrement value shall be in multiples of Rs. 50,000/-.
- iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decremental value will be appropriated across the line items of **ANNEXURE 8 OF RFP** proportionately by the system.

m. **REVERSE AUCTION PROCESS:**

- i. The procurement process shall be completed through a single Reverse Auction.
- ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final quote as per **ANNEXURE 8 OF RFP** duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the service provider by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the service provider. This should be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the Service provider to upload the faxed prices online. In case the required time is not available with the Service provider at the time of receipt of fax message, the Service provider will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

n. **EXPENDITURE ON REVERSE AUCTION:**

- i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.
 - ii. Bidders shall participate in the training or mock auction at their own cost.
- o. **CHANGES IN BUSINESS RULES:**
 - i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.
- p. **OTHER INSTRUCTIONS:**
 - i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.
 - ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
 - iii. Neither Bank nor service provider can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.
- q. **ERRORS AND OMISSIONS:**
 - i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

2. Terms and conditions of Reverse Auction:

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

- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in **ANNEXURE 8 OF RFP** to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- k. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP 112017, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- l. Only those bidders who are technically qualified and competent to provide the required solution as per RFP 112017 are only eligible to participate in Reverse Auction Process.
- m. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.

Annexure 15 – PRE CONTRACT INTEGRITY PACT

(To be executed on RS 500 Stamp Paper)

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of ____ 2016, between on one hand, Bank of Maharashtra through authorized official Shri _____, Information Technology Department, Bank of Maharashtra (hereinafter called the "BUYER", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipments/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

Commitments of the BUYER:

- 1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

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

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
 - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
 - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
 - 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers

- or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
 - 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
 - 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

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

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

6. Sanctions for Violations:

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

7. Fail Clause:

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

8. Independent Monitors:

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions:

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

12. Validity:

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

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

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

BUYER

Name of the Officer:

Designation:

IT Department

Bank of Maharashtra

(Office Seal)

BIDDER

CHIEF EXECUTIVE OFFICER

(Office Seal)

Place _____

Date _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____