

# **Bank of Maharashtra** **(One Family... One Bank... Mahabank)**

## **Request for Proposal For ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION**

**TENDER REFERENCE # RFP – 08/2022-23**

Head Office, 'LOKMANGAL'  
1501, Shivajinagar, Pune – 411 005

COST OF TENDER DOCUMENT: Rs. 17,700/- (Inclusive of GST)

### Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. Bidder means the respondent to the RFP document/Vendor/Supplier/Contractor.
3. RFP means the Request for Proposal no 08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION
4. CBS means Core Banking Solution implemented in the Bank
5. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'
6. Bidder/Respondent/Vendor/Supplier/Contractor. – signifies those who purchase this tender document and submits Response to it.
7. DC means Data Centre
8. DR/DRC/DRS means Disaster Recovery Site
9. NS/NLS means Near Site
10. DB means Database
11. PSB – Public Sector Bank
12. NSIC – National Small Industries Corporation Limited
13. AM Approach and Methodology
14. AMC Annual Maintenance Contract
15. APT Advanced Persistent Threat
16. ATM Automated teller machine
17. ATS Annual Technical Support
18. BC Business Continuity
19. BOM Bill of Materials
20. BRS Business Requirement Specification
21. CB Commercial Bid
22. CBS Core Banking Solution
23. CD Compact Disk
24. CPC Common Point of Compromise
25. DB Database
26. DC Data Centre
27. DLA Device Level audit
28. DR Disaster Recovery
29. DR Disaster Recovery
30. EMD Earnest Money Deposit
31. FM Facility Management
32. FR Functional Requirements
33. GST Good Services Tax
34. GUI Graphical User Interface
35. HA High Availability
36. HO Head Office
37. HRMS Integrated Human Resource Management System
38. IACS Integrated Audit & Compliance Software
39. IRM Integrated Risk Management
40. IS Information System
41. ISO international standards organization
42. IT Information Technology
43. MO Management Organization

44. MS SQL	Microsoft structured query language
45. NBFC	Non-Banking Financial Company
46. NDA	Non-Disclosure Agreement
47. OEM	Original Equipment Manufacturer
48. OS	Operating System
49. OSD	Original Software Developer
50. OPD	Original Platform Developer
51. PB	Project Demonstration & Bid Presentation
52. PBG	Performance Bank Guarantee
53. PO	Purchase Order
54. PoP	Point of Presence
55. POS	Point of Sales
56. PSU	Public Sector Undertaking
57. RBI	Reserve Bank of India
58. RCA	Root cause analysis
59. RFP	Request for Proposal
60. RPO	Recovery point objective
61. RRB	Regional Rural Bank
62. RTGS	Real Time Gross Settlement
63. RTO	Recovery Time objective
64. SAN	Storage Area Network
65. SCB	Scheduled Commercial Bank
66. SEBI	Securities Exchange Board of India
67. SI	System Integrator
68. SLA	Service Level Agreement
69. SOP	Standard Operating Procedures
70. SRS	System Requirement Specification
71. T&D	Training and Development
72. TB	Technical Bid
73. TCO	Total Cost of Ownership
74. TR	Technical Requirements
75. UAT	User Acceptance Testing
76. UPI	Unified Payment Interface
77. VA	vulnerability assessment
78. ZO	Zonal Office

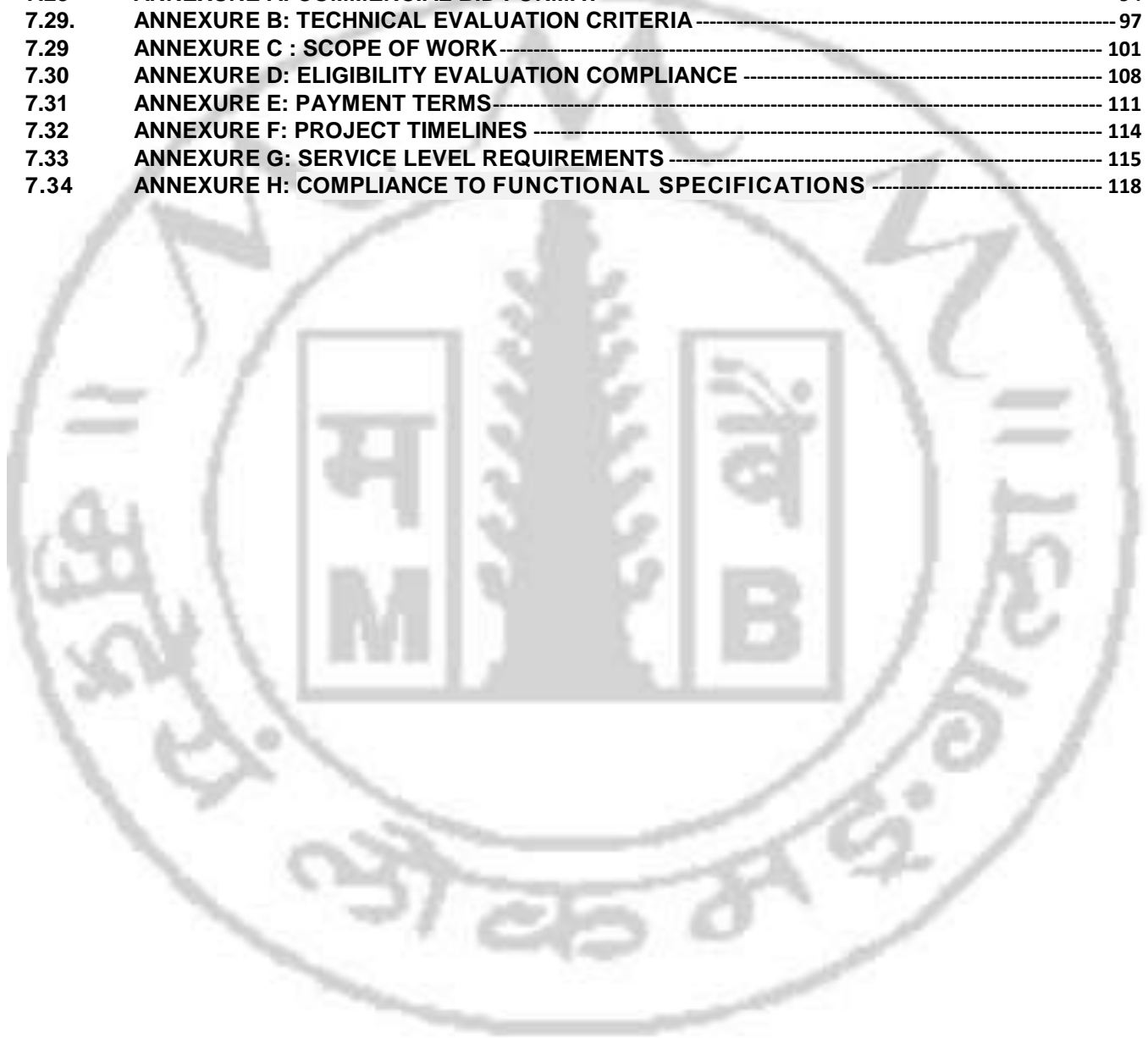
This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. The Bidder or any person acting on behalf of the Bidder should strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidder/s will be held responsible for any misuse of information contained in the document, and liable to be Prosecuted by the bank In the event that such a circumstance is brought to the notice of the bank. By downloading the document, the interested party is subject to confidentiality clauses.

<b>1. INTRODUCTION</b>	<b>7</b>
1.1 Project Overview	8
<b>2. INVITATION FOR TENDER OFFERS</b>	<b>8</b>
<b>3. INSTRUCTIONS TO BIDDERS</b>	<b>11</b>
3.1. Two Bid System Tender	11
3.2. Terms and Conditions	12
3.3. Soft Copy of Tender document	12
3.4. Non-transferable Tender	13
3.5. Offer validity Period	13
3.6. Address of Communication	13
3.7. Pre-Bid Meeting	13
3.8. Opening of Offers by Bank	14
3.9. Scrutiny of Offers	14
3.10. Technical Evaluation Criteria	16
3.11. Online mode of bid submission:	17
3.12. Format for Technical bid	17
3.13. Masked Commercial bid	18
3.14. Format for Commercial bid	18
3.15. Erasures or Alterations	19
3.16. Location of Project Implementation	19
3.17. Contract Period	19
3.18. Fixed Price	19
3.19. No Negotiation	19
3.20. Short-listing of Bidders	19
3.21. Adoption of Integrity Pact	19
3.22. Preference for Public Procurement (Preference to Make in India):	21
3.23. Earnest Money Deposit	21
3.24. Commercial	22
<b>4. SCOPE OF WORK</b>	<b>22</b>
4.1. Project Objective	22
<b>5. QUALIFICATION CRITERIA</b>	<b>26</b>
5.1. Eligibility of the Bidder	26
<b>6. TERMS AND CONDITIONS</b>	<b>26</b>
6.1. Costs & Currency	26
6.2. Right to Alter Scope	26
6.3. Compliance with All Applicable Laws	27
6.4. Performance Bank Guarantee (3%)	27
6.5. Payment Terms	28
6.6. Project Timelines	28
6.7. IT Act	28
6.8. Aadhaar ACT	28
6.9. ISMS Framework	28
6.10. Change Management	28
6.11. Source Code	29
6.12. Supplier BCP	29
6.13. Assignment	29
6.14. Subcontracting	29
6.15. Protection of Reputation	30
6.16. Amalgamation	30
6.17. Cancellation of Contract and Compensation	30
6.18. Exit Option & Contract Re-negotiation	31
6.19. Intellectual Property Rights	31



6.20.	Corrupt & Fraudulent Practices	32
6.21.	Conflict of Interest	33
6.22.	Violation of Terms	33
6.23.	Termination	33
6.24.	Effect of Termination	34
6.25.	Service Level Agreement	34
6.26.	Liquidated Damages	34
6.27.	Indemnity	35
6.28.	Force Majeure	37
6.29.	Resolution of Disputes	37
6.30.	Non-Disclosure Agreement	37
6.31.	Pre-Contract Integrity Pact	38
6.32.	Limitation of Liability	38
6.33.	Confidentiality	39
6.34.	Severability	42
6.35.	Delays in Design, Implementation and Performance Guarantee.	42
6.36.	Publicity	43
6.37.	Privacy and Security Safeguards	43
6.38.	Adherence to Terms and Conditions:	43
6.39.	Other Terms and Conditions:	43
6.40.	Authorized Signatory	45
6.41.	Applicable Law and Jurisdiction of Court	45
6.42.	No Employer-Employee Relationship	45
6.43.	Minimum Wages	45
6.44.	Service Continuity	46
6.45.	Disclaimer	46
<b>7.</b>	<b>ANNEXURES</b>	<b>47</b>
7.1.	ANNEXURE 1: CERTIFICATE FOR RFP COST WAIVER FOR MSME/NSIC FIRMS	47
7.2.	ANNEXURE 2 : CHECKLIST OF DOCUMENTS TO BE SUBMITTED	48
7.3.	ANNEXURE 3 : FORMAT FOR PRE BID QUERIES	49
7.4.	ANNEXURE 4 : GUIDELINES, TERMS & CONDITIONS & PROCESS FLOW FOR E-PROCUREMENT AUCTION	50
7.5.	ANNEXURE 5 : INSTRUCTION FOR ONLINE TECHNICAL BID SUBMISSION	56
7.6.	ANNEXURE 6 : NON DISCLOSURE AGREEMENT	58
7.7.	ANNEXURE 7 : TENDER OFFER COVER LETTER	62
7.8.	ANNEXURE 8 : DETAILS OF THE BIDDER	63
7.9.	ANNEXURE 9 : DETAILS OF PAST EXPERIENCES OF HANDLING SIMILAR PROJECT RECORD	64
7.10.	ANNEXURE 10 : COMPLIANCE AGREEMENT	65
7.11.	ANNEXURE 11 : PROPOSED TEAM PROFILE	67
7.12.	ANNEXURE 12: UNDERTAKING OF INFORMATION SECURITY	68
7.13.	ANNEXURE 13: PRE CONTRACT INTEGRITY PACT	69
7.14.	ANNEXURE 14 : EMD (in form of PERFORMANCE BANK GUARANTEE)	75
	<b>BID SECURITY FORM / EMD</b>	<b>75</b>
7.15.	ANNEXURE 15 : LETTER FOR REFUND OF EMD	77
7.16.	ANNEXURE 16 : RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017 FOR TENDER PARTICIPATION	78
7.17.	ANNEXURE 16 B: MODEL CERTIFICATE FORMAT FOR TENDER PARTICIPATION TO BE SUBMITTED BY BIDDERS	80
7.18.	ANNEXURE 17 : LIST OF DEVIATIONS REQUESTED	81
7.19.	ANNEXURE 18: INDICATIVE LIST OF RPA PROCESSES	82
7.20.	ANNEXURE 19: BID FORM	84
7.21.	ANNEXURE 20 : UNDERTAKING BY BIDDER	86

7.22.	ANNEXURE 21: PROJECT MANAGEMENT METHODOLOGY	87
7.23.	ANNEXURE 22: SOLUTION ARCHITECTURE	89
7.24.	ANNEXURE 23: DETAILS OF HARDWARE, DATABASE AND OPERATING SYSTEM REQUIREMENT	90
7.25.	ANNEXURE 24: MANUFACTURER'S AUTHORIZATION FORM (MAF)	91
7.26.	ANNEXURE 20: LIST OF HARDWARE AND SOFTWARE COMPONENTS	92
7.27.	ANNEXURE 20: FORMAT FOR LOCAL CONTENT	93
7.28.	ANNEXURE A: COMMERCIAL BID FORMAT	94
7.29.	ANNEXURE B: TECHNICAL EVALUATION CRITERIA	97
7.29.	ANNEXURE C : SCOPE OF WORK	101
7.30.	ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE	108
7.31.	ANNEXURE E: PAYMENT TERMS	111
7.32.	ANNEXURE F: PROJECT TIMELINES	114
7.33.	ANNEXURE G: SERVICE LEVEL REQUIREMENTS	115
7.34.	ANNEXURE H: COMPLIANCE TO FUNCTIONAL SPECIFICATIONS	118



## 1. INTRODUCTION

### About Bank

Bank of Maharashtra is a nationalized bank with a standing of 87 years. It has a three tier organizational set up consisting of branches, Zonal Offices and Head Office.

The Bank has 2000 branches/offices across the length and breadth of the country. In the state of Maharashtra, the Bank has 1100+ branch offices, the largest network of branches by any Public Sector Bank in a state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of the Bank are networked and under Core Banking Solution.

The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, banc assurance business, mutual funds and other services like Demat, ASBA, lockers and merchant banking etc.

The Bank is known as a frontrunner in implementation of technology initiatives.

### CURRENT HIGH LEVEL TECHNOLOGY ENVIRONMENT

Bank has 100% of its branches on Core Banking Solution – B@ncs24 (TCS). Bank has also implemented or is in the process of implementing a range of customer centric and other solutions which are as follows:

- ▶ Full suite of Core Banking Solution including Deposits, Advances and Trade Finance
- ▶ Payment systems like NEFT, RTGS, SWIFT, CTS, etc.
- ▶ Anti-Money Laundering solution
- ▶ Alternate delivery channels like ATM, Mobile Banking, UPI, Internet Banking
- ▶ Cyber Security Operations Centre
- ▶ Automated Data Flow
- ▶ Own ATM Switch & 1900+ ATMs
- ▶ A Two Factor Authentication Solution 'Mahasecure' for Internet Banking
- ▶ Mail Messaging system
- ▶ Loan Life Cycle Management System
- ▶ Early Warning System

The Bank has implemented Core Banking Solution, Forex & Trade Finance, Anti-Money Laundering (AML), Internet Banking, General Ledger, FTP etc

The Bank has already deployed various IT applications / products like Core Banking, Internet Banking, Mobile Banking, Own ATM Switch with 1900+ ATMs, RTGS / NEFT, Security Operations Centre, Automated Data Flow, Mahasecure, Mahamobile, LLMS, EWS etc. In addition to the traditional Banking applications. the bank proposes to implement several new IT projects on an ongoing basis depending on their needs and the changing technology and regulatory environment.

## 1.1 Project Overview

The problem statement for implementation of RPA is – “Identification of critical & highly repetitive processes used in the Bank and automate them by adoption of Intelligent Automation tools in order to reduce human errors, time consumption, manual effort and dependency on resources carrying out tasks.” Bank would like to undertake digital transformation with Robotic Process Automation (RPA) to exercise the following objectives:

- A. Task completion without manual intervention.
- B. Meeting process and project timelines.
- C. Reducing the time taken to execute the tasks.
- D. Minimal manual supervision and monitoring.
- E. Continuous Integration of dependent processes by introducing a pipeline of upstream and downstream jobs.
- F. Compliance of EASE 4.0 directives

To meet the above objectives, the Bank Invites Request for Proposal from reputed institutions / professional firms / companies to assist the Bank in procurement, implementation and maintenance of Robotic Process Automation (RPA) solution for automation of various manual processes. Indicative list is provided as Annexure 18 in this document.

## 2. INVITATION FOR TENDER OFFERS

Bank invites sealed tender offers (Technical bid and masked Commercial bid) from eligible, reputed manufacturers and / or authorized dealers for 08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION as specified in Schedules of Requirement.

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.17,700/- (Rs. Seventeen Thousand Seven Hundred only) by demand draft / bankers cheque/NEFT/ in favor of Bank of Maharashtra and payable at Pune.

The details for NEFT/UPI shall be shared with bidders on specific request through email.

### **Bid Collection and Submission Calendar**



Tender number	Reference	<b>08/2022-23</b>
Price of Tender Copy		Rs. 17,700/- * Inclusive of GST
Date of commencement of sale of tender document		27.05.2022
Queries to be mailed by		06.06.2022 upto 16:00 hours
Queries to be mailed to		<a href="mailto:tendershoit@mahabank.co.in">tendershoit@mahabank.co.in</a>
Pre-Bid meeting with Bidders		08.06.2022, 1500 Hours (Online Mode – Meeting details will be shared with bidders who have Purchased the RFP)
Last Date and Time for receipts of tender offers		24.06.2022 upto 1500 Hours
Time and Date of Opening of technical bids		24.06.2022 at 1530 Hours
Place of Opening tender offers		Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005
Address of Communication		Deputy General Manger IT Bank of Maharashtra IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005 <a href="mailto:dgmitd@mahabank.co.in">dgmitd@mahabank.co.in</a> Phone: 020-25614498
Earnest Money Deposit		10 Lakh
Contact Telephone Numbers		Phone: 020 – 25614527 , 020 - 25614498
Website		<a href="https://www.bankofmaharashtra.in/tenders">https://www.bankofmaharashtra.in/tenders</a>

- **If any of the above dates fall on holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be next working of the Bank.**

\*Tender copy price is compulsory to participate in bid process. Bidders have to purchase tender document to participate in pre-bid meeting. Procurements for MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time.

Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre bid meeting on above date and time at Bank of Maharashtra, Head Office, Pune (in case of exigency, Bank may conduct Pre-bid meeting through Alternate online channel).

In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. However,

in order to participate in the pre-bid meeting, that tender document must be purchased by the prospective bidder.

In case of bidders registered with The National Small Industries Corporation Limited (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme (Please refer to **Annexure 1**).

Tender Document Cost can be remitted to following account for online mode of payments:

Bank Account No: 60058099506  
Account Name: BANK OF MAHARASHTRA I.T. PAYMENTS  
Bank IFCS Code: MAHB0000043  
Branch name: Shivaji Nagar Branch  
Branch Code: 0043  
Branch address: Shivaji Nagar Pune

Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same should not be mixed with Technical bid or other documents. It should be in separate cover to be handed over to the department. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.

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

Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document and it's all annexures.

**General Manager  
Information Technology**

### 3. INSTRUCTIONS TO BIDDERS

#### 3.1. Two Bid System Tender

The Technical Bid and Commercial bid must be submitted at the same time in **sealed envelopes**, giving full particulars, at the Bank's address given below, on or before the schedule date given in this document. All envelopes should be securely sealed and stamped.

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

Bank's address
Bank of Maharashtra Information Technology Department, "Lokmangal", 1501, Shivajinagar, Pune – 411005

Following officers have been authorized to accept the tender documents

**Shri. Keshav M, Sr. Manager- Head Office Pune**  
 email ID: [keshav.metkar@mahabank.co.in](mailto:keshav.metkar@mahabank.co.in) , Phone : 020-25614527

**Shri Nishant Rai, Manager- Head office Pune**  
 email ID: [nishant.raai@mahabank.co.in](mailto:nishant.raai@mahabank.co.in) ,Phone : 020-25614423

**Shri Siva Devara, Manager- Head office Pune**  
 email ID: [Siva.Devara@mahabank.co.in](mailto:Siva.Devara@mahabank.co.in) , Phone : 020-25614352

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

- Type of Offer (Technical/Commercial)
- Tender 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 **Annexure 2 of this 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 offers 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 Xerox copy of the Commercial Bid duly masking the prices 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.

#### **ENVELOPE-III (Bid Security):**

Bidders are required to submit Bid Security/EMD.

### **3.2. Terms and Conditions**

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

### **3.3. Soft Copy of Tender document**

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



The bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs. 17,700/- by way of a demand draft in favor of Bank of Maharashtra payable at Pune while submitting the bid.

### 3.4. Non-transferable Tender

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

### 3.5. Offer validity Period

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

### 3.6. Address of Communication

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

The Deputy General Manager  
Digital Banking Department, 3rd Floor  
Bank of Maharashtra, Head Office,  
"Lokmangal" 1501, Shivaji Nagar, Pune – 411005

#### Emails:

1. dgmitd@mahabank.co.in
2. tendershoit@mahabank.co.in

### 3.7. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP preferably **through online mode**. The queries of all the bidders should reach us in writing or over e-mail on or before on the address as mentioned above. The queries shall be submitted in forms given under **Annexure 3**.

Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website.

Only the authorized representatives of the bidder (maximum 2 persons) who have purchased the RFP will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company.

**Pre-bid meeting through Virtual/Online Mode:** Considering the prevailing COVID situation Bank may hold the pre-bid meeting in virtual/online mode through video conferencing/virtual meeting solutions e.g. Microsoft teams/Google Meet/Cisco Webex etc. The details of the meeting shall be shared only with the bidders who will submit their queries in prescribed format through mail to the designated mail ids and who have paid

the required tender fee or eligible for exempted from tender fee as per MSEs procurement Policy guidelines issue by Govt. of India

**Those bidders who have purchased the Tender Document will be allowed to attend the Pre-Bid Meeting.**

### **3.8. Opening of Offers by Bank**

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

### **3.9. Scrutiny of Offers**

Scrutiny of Bids will be in three stages as under:

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

Bank will first scrutinize the eligibility of the bidders as per "qualification criteria" section mentioned in the RFP based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation.

#### **b) Technical Evaluation:**

The evaluation of technical proposals, among other things, will be based on the following:

1. Bidder's financial stability
2. Methodology/Approach proposed for accomplishing the proposed project.
3. Professional qualifications and experience of the key staff proposed/ identified for this assignment.
4. Prior experience of the bidder in undertaking projects of similar nature.
5. Activities / tasks, project planning, resource planning, effort estimate etc.

Various stages of technical evaluation are presented below:

1. Matching the clear eligibility criteria as indicated in Section
2. Short-listing of the bidders based on the criteria
3. Arriving at the final score on technical proposal after Presentation-cum-Interview

#### **c) Presentation-cum-Interview**

The bidders of this RFP have to give presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the bidders in consultancy on such projects. The technical competence and capability of the bidder should be clearly reflected in the presentation. If any short listed bidder fails to make such presentation, they will be eliminated from the selection process.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

The technical qualification cut – off to qualify for commercial evaluation process would be 70%. Bidder's scoring below the same would not be considered for commercial evaluation. However, Bank reserves the right to relax the criteria but not less than 50%.

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.

#### **d) Commercial Evaluation:**

Only those bidders who have qualified after Technical evaluation will be eligible for the next stage of evaluation i.e. Commercial Evaluation. Bank reserves the right of selection of bidder either by opening of Commercial Bids of bidders or proceed with the selection of bidder through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The details of Reverse Auction process are given in **Annexure 4** for reference.

The Commercial will have to be reported in the format as per **Annexure A**. Commercial submitted after online reverse auction should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial submitted by the respective bidder post reverse auction. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial is found to be blank and not filled with any amount, then it shall be considered as zero and the same will be offered to the Bank free of any charges.

Only following bidders will be considered as eligible for reverse auction who satisfy following conditions:

1. Bidders found eligible as per qualification criteria defined by the bank
2. Bidders scoring 70% or more marks in technical bid evaluation

In case only Two bidder participated in the tender process, reverse auction may not be conducted and the commercial bid submitted by the bidder will be considered. However, Bank's decision will be final in this regard.

#### **e) Reverse Auction**

The Bank shall conduct Online Reverse Auction (RA) and the bidders found eligible after technical evaluation will be able to participate in the RA. RA will be on total cost of (A+B) as per the commercial annexure and the price so obtained after closure of Reverse Auction shall be taken into account for Techno-Commercial Evaluation. The required Business Rule document shall be shared with the Technically Qualified Bidders before the start of Reverse Auction. Though Bank has provided details of Reverse Auction Business Rules in this documents, Business document submitted by Bidders before start of RA will be considered as final and binding on all parties. Bidders have to submit final itemized price to the Bank within 24 hours of closure of Reverse Auction process. Bank will appoint a Third Party service Provider for conducting Reverse Auction who will co-ordinate with eligible bidders. Bidders may have to procure digital certificates for participating in online reverse auction and all expenses incurred towards procurement of digital certificate will have to be borne by the bidders. Bidders will have to submit indicative commercials to the RA agency and RA will start with the lowest indicative commercial bid. The bidder with lowest indicative bid will be considered as L1 if no other bidder accepts the start price quoted by such bidder during RA.

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest.

#### f) Techno Commercial Evaluation:

The Scores will be calculated for all technically qualified bidders using the formula: -

$$S = \left( 0.3 \times \frac{C_{\text{Minimum}}}{C_{\text{Quoted}}} \right) + \left( 0.7 \times \frac{T_{\text{Obtained}}}{T_{\text{Highest}}} \right)$$

**C Minimum – Commercial Score Minimum Quote**

**C Quoted - Commercial Score Quoted**

**T Highest – Technical Score Highest Scored**

**T Obtained -Technical Score Obtained**

**Technical will carry 70% Weightage and Commercial will carry 30% weight.**

The Bidder with Highest Techno Commercial Score (S) shall be declared as Successful bidder (H-1 bidder).

In case of tie-up in Techno commercial evaluation score, the bidder scoring highest technical score will be declared H-1 bidder. The bidder will submit itemized prices as per commercial bid format within 24 hours after closure of Reverse Auction

### 3.10. Technical Evaluation Criteria

**The table below highlights the parameters under the technical criteria and scoring methodology**



SN	Criteria	Max Score
1	Total No. of Skilled Employees / Resources (in India) on Robotic Process Automation available for such a project	15
2	Business Process Management (BPM) Expertise in BFSI in India/Abroad (Paper evaluation based on response):	15
3	Total No. of project(s) executed in Automation in India/Abroad (Paper evaluation based on response):	20
4	Bidder's capabilities (Professional qualifications and experience of the key staff proposed/ identified for this assignment on Robotic Process Automation, to be provided):	25
5	Positioning of the solution in Gartner's Magic Quarter	20
6	Technical Presentation:	25
	<b>Total</b>	<b>120</b>

Please refer Annexure B for detailed Technical Evaluation Criteria

### 3.11. Online mode of bid submission:

Bank may opt for technical bid submission through online mode. The detailed instructions pertaining to Online mode of bid submission is annexed at **Annexure 5** of this RFP. The confirmation regarding the same shall be notified on Bank's website after Pre- Bid meeting along with reply of Pre-bid queries.

In case of online bid submission bidder shall submit their technical bids by uploading the required document on the portal specified in **Annexure 5** on or before the due date and time. The technical bid submitted via online mode shall be opened by the bank on scheduled date and time.

Non-Disclosure Agreement (NDA) **Annexure 6** and duly attested and signed copy of RFP along with corrigendum issued in physical form also.

### 3.12. Format for Technical bid

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

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

1. Index

2. Covering letter. This should be as per **Annexure 7**.
3. Details of the bidder, as per **Annexure 8**.
4. Compliance of eligibility criteria along with support documents in following format.
5. Technical bid with Specifications
6. Project plan and Execution schedule.
7. Approach and Methodology for the proposed scope of work along with illustrative deliverables
8. Details of the similar assignments executed by the bidder during the last two years (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished) Details of Past experiences, as per **Annexure 9**
9. Details of inputs, infrastructure requirements required by the bidder to execute this assignment.
10. Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.
11. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
12. Bid Security/EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
13. **Annexure 10** : Compliance Agreement
14. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
15. All documentary evidence wherever required to be submitted be properly arranged.
16. Copy of the Commercial Bid duly masking the price column.
17. Proposed team profile **Annexure 11**
18. Undertaking of Information Security **Annexure 12**

### 3.13. Masked Commercial bid

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

### 3.14. Format for Commercial bid

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

1. Index
2. Covering letter
3. Commercial Bid (as per **Annexure A**). This must contain all price information.
4. A statement that the bidder agrees with Payment terms given in the tender.

**The bidder must quote for ALL the items mentioned in Commercial Bid Format and also fill up the TCO for L1 of Annexure A**

### 3.15. Erasures or Alterations

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

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

### 3.16. Location of Project Implementation

This tender is being floated by the Head office of Bank. The Project Implementation location will be Pune. However, Bidder may be required to travel outside Pune as part of project.

### 3.17. Contract Period

The period of contract 08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION will be for 3 years from the date of successful go live or acceptance by the Bank. Bank may extend the same as per mutually agreed terms based on performance of bidder. However, if the Bank desires, the selected bidder has to provide same support for Application software after expiry of the contract period at mutually agreed terms and will be renewed on a yearly basis.

### 3.18. Fixed Price

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

### 3.19. No Negotiation

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

### 3.20. Short-listing of Bidders

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

### 3.21. Adoption of Integrity Pact



To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of Bank.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.

Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure 13** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative from the 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.
9. In case of joint venture, all the partners of the joint venture should sign the integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP
10. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

<b>Shri. Arun Jha</b>	<b>Shri. Umesh Vasant Dhatrak</b>
-----------------------	-----------------------------------



Email – <a href="mailto:arunjha01@gmail.com">arunjha01@gmail.com</a>	Email <a href="mailto:uvdhatrak@gmail.com">-uvdhatrak@gmail.com</a>
--	---

### 3.22. Preference for Public Procurement (Preference to Make in India):

Guidelines issued as per PPP-MII (Public Procurement (Preference to Make in India), 16<sup>th</sup> September 2020) by Government of India will be followed for evaluation of the bids.

### 3.23. Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favour of Bank of Maharashtra and payable at Pune, (valid for 90 days from the due date of the tender) for an amount of as mentioned in the invitation section as Earnest Money Deposit (EMD) along with their offer. 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 by any scheduled commercial bank acceptable to Bank. In case of Bank Guarantee from other than Public sector banks prior permission of Bank is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed as **Annexure 14**. The EMD will not carry any interest.

Unsuccessful Bidders" Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per **Annexure 15 - Letter for Refund of EMD**

#### The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Bank.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- If successful bidder fails to execute the contract/SLA within required time

The EMD will be refunded to

- The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee of amount specified in RFP document valid till the end of assignment period with additional claim period of 6 (Six) months.

- The unsuccessful bidders, only after acceptance of the “Letter of Appointment” by the selected bidder.

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, if any, under this contract or any other contract/order.

### **3.24. Commercial**

If any of the items/activities as mentioned in the price bid and as mentioned in Annexure A are not taken up by the Bank during the course of this assignment, the Bank will not pay the commercials quoted by the bidder in the Price Bid against such activity/item. The bank shall be paying the commercials, only on actual basis, for which consultancy services have been availed during the contract period. The Bank reserves the right to initiate implementation of any new module or upgrade existing module of proposed solution during the period of contract and the bidder shall provide the services if the Bank so desires at mutually agreed rate. The Bank shall also have the right to cancel any of the items which have been mentioned in the Annexure A.

Description of the envisaged scope is enumerated as part of Section 4 of this RFP; however, the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions. The bidder needs to quote as per the Bill of Materials mentioned in Annexure A.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

## **4. SCOPE OF WORK**

### **4.1. Project Objective**

- RPA (Robotic Process Automation) is a Digital transformation initiative of the Bank that would involve automation of critical & highly repetitive Banking

processes and also enable reallocation of resources to higher-value work efforts to drive better efficiency in the organization.

- The Bank, on the basis of EASE 4.0 guidelines, aims to avoid human mistakes, adopt customer centric approach, data encryption, adoption of latest technology, disposal of work within TAT which is possible through RPA.
- In banking there are many processes that involve paper usage, tedious manual labor and heavy dependency on a particular employee to carry out daily tasks. However, these flaws in the existing processes have been identified by the Bank and has expressed its interest to solve these issues by investing in Digital transformation through Automation and Artificial Intelligence.

As part of this initiative Bank expects following:

- A. The selected Bidder would be responsible for the entire RPA solution and shall also have to support the requisite certifications, required for the solution.
- B. Solution should be able to automate multiple set of processes spanning over various fields of banking operations. Such processes shall typically require the bots to access multiple systems, excel workbooks and system generated dumps in various steps and subsequently fetch, populate and generate data fields based on intermediate responses.
- C. The RPA tool should have a centrally controlled environment for managing the processes.
- D. The tool should be secure and with the capability to encrypt data.
- E. Bidder shall ensure data consistency, data output, data security and data control for the services identified for RPA.
- F. The Bidder shall provide tools and utilities for the RPA and implement the same in production, development and test environments.
- G. The Bidder shall identify components for building and accustoming, testing, releasing and controlling processes. The RPA tool shall be able to schedule/re-schedule processes and runtime resources.
- H. The Bidder shall study and automate identified processes using the tools and utilities. Further, the Bidder should provide recommendations, accelerators, tools and methods to enhance the delivery of process automations.
- I. Provide documentation and user manual for the product, tools and utilities. The documentation for the processes should also be provided.
- J. The Bidder shall develop a reporting and analytics format to be provided in respect of the processes automated, which may require data extraction from multiple systems.



- K. The Bidder shall enable suitable information security/cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the Bank from time to time.
- L. The Bidder shall be responsible to provide best practice approach for process design, configuration, deployment etc.
- M. The Bidder shall be required to undertake to perform all tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Bank.
- N. Bidder shall be responsible for requirement gathering, design, building and testing of the RPA solution, so as to ensure end-to-end automation of the processes according to the complexity level of the process, with no or minimal manual intervention.
- O. Bidder shall not limit itself to RPA tools when assessing the processes, but may consider automation holistically that includes technologies such as Optical Character Recognition (OCR), Intelligent Character Recognition (ICR), AI (Artificial Intelligence), Machine Learning (ML), Natural Language Processing (NLP) and others.
- P. The solution RPA shall operate on any user interface as desired by the Bank.
- Q. The Bidder shall consider the possibility of API based integration wherever required and allowed by Bank's policy.
- R. The Bidder shall ensure that the RPA solution is code free i.e. software bots are configured through demonstrative steps (no coding involved).
- S. The Bidder shall use agile development methodology and shall be focused on operational efficiency, quality and cost efficiency during development.
- T. The SME (Subject Matter Expert) shall be responsible to create flowchart of processes which RPA tool shall convert into a workflow and automate it.
- U. Onsite support for RPA shall be required for 3-years warranty.
- V. The Bidder shall provide tools and utilities for the RPA solution and implement the same in production, development and test environments.
- W. The Bidder shall provide patches, updates and upgrades during the ATS (Annual Technical Support) period and implement the same.
- X. The Bidder shall be responsible for setting up the Production, UAT (User Acceptance Test) and DR Environments.
- Y. The solution shall be designed with redundancy in mind to ensure zero impact by the failure of one or more components/servers or software in the production environment.
- Z. The solution should adhere to the security policies set up by the Bank.
- AA. The Bidder shall be responsible for enhanced add-on services to be upgraded time to time as per industry standard.
- BB. The Bidder shall not disclose or use any information given access to, by the Bank, during the entire tenure of the contract, with any third party.
- CC. The Bidder shall provide a dedicated Project Manager and should have a 24 X 7 X 365 monitoring / proactive monitoring, technical and functional



support team with skilled man power for support, monitoring and operations during deployment, for each process. Bank may require onsite support team.

DD. From planning perspective, overall solution and solution/setup model shall provide an easy and structured way to document, optimize, review and manage the processes.

EE. The Bidder shall ensure easy usability to both business and technology users with zero coding to discover and document their business processes, business decisions and policies in a collaborative manner.

FF. The overall solution and solution/setup model should allow inbuilt modules for process analysis and robust functions to capture process factors and details to share with developer for automating the process and reduce rework on input capturing.

GG. The Bidder shall design and implement Artificial Intelligence (AI) use cases across the entire Bank value chain apart from the indicative list of processes mentioned in **Annexure 18 - List of RPA Processes**.

HH. The Bidder shall automate the processes phase wise and provide Bank with a phase wise report.

#### 4.20 Other Scope

##### 4.20.1 Enhancement and Troubleshooting

- The bidder shall ensure troubleshooting and enhancements in the services during the contract period at no extra cost.
- All services for implementation, smooth operation and maintenance of all the components of RPA Solution developed/to be developed shall be part of the Project.
- The bidder shall drive ROI improvement on current robots via updated technology extensions and process streamlining using both robotics & human process workflows at no extra cost.

##### 4.20.2 Process success criteria

- The bidder shall provide a business case template that may be used for each process assessment and its selection for automation
- The processes selected shall be put into production within 6 weeks and completely handed over to business to run in 8 weeks with production support only responsible for bug-fixes and changes in process.
- Success of the process should be based on one or more the following:

- Time efficiency: Template shall mention the time taken in the job/process identified before and after the automation, to establish the time efficiency.
- Accuracy: After automation, the accuracy in the result expected.
- Reduction in manpower / human efforts post automation.

The detailed Scope of Work is attached in **Annexure C – Scope of Work**.

## **5. QUALIFICATION CRITERIA**

### **5.1. Eligibility of the Bidder**

5.1.1. Please refer Annexure D for Eligibility Evaluation Criteria

5.1.2. Procurements through MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP. Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs.

5.1.3. Note- In line with the contents of Order No. 6/18/2019-PPD (Public Procurement No.1) dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23rd July 2020 for the “Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017, Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority. (Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)). For Details please refer Annexure-16 of this RFP document

## **6. TERMS AND CONDITIONS**

### **6.1. Costs & Currency**

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

1. Cost for implementation and maintenance of solutions as per Scope
2. All taxes and levies excluding GST.

### **6.2. Right to Alter Scope**

Bank reserves the right to alter the proposed scope at any time before finalizing the bidder.

### **6.3. Compliance with All Applicable Laws**

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

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

### **6.4. Performance Bank Guarantee (3%)**

The successful bidder should furnish a Performance Bank Guarantee to the extent of 3 % of the value of the contract within 30 days of the date of receipt of the purchase order/Indent. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 6 months. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract. The limit of PBG of 3 % is as per guidelines of Ministry



of Finance, Department of Expenditure Procurement Policy Division (No. F.9/4/2020-PPD) dated 30th December 2021 which are applicable to all tenders/ contracts issued/ concluded till 31st March 2023. If the tenders/ contracts is not issued/ concluded till 31st March 2023, as per revised guidelines of GOI (if any) will be applicable with regards to PBG. In absence of any guidelines from GOI, the limit of PBG will be 10 %

#### **6.5. Payment Terms**

The payment terms for the project would be as per Annexure E

#### **6.6. Project Timelines**

The Bidder is expected to adhere the timelines stipulated in Annexure F.

#### **6.7. IT Act**

The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 / Amendment 2008 and subsequent amendment or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.

#### **6.8. Aadhaar ACT**

The successful bidder must comply with Aadhar Act 2016 and the subsequent amendments as applicable to the products/services.

#### **6.9. ISMS Framework**

The bidder shall abide by the ISMS framework of the Bank. Bidder shall abide by the ISMS policy and any other policy and subsequent procedures of the Bank. The details related to ISMS framework shall be shared with successful bidder based on the project needs

#### **6.10. Change Management**



Changes to business applications, IT components and facilities should be managed by change management processes to ensure integrity of any changes.

All the IT components proposed under the RFP in the scope of RFP (such as application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc.

If any software provided by bidder becomes End of support/ End of life during the warranty/ AMC/ ATS period, the same will be replaced by the next version of software without any cost to the Bank. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account.

#### **6.11. Source Code**

- A. The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project). The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor.
- B. The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.
- C. In case the Bidder is coming with software which is not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.

#### **6.12. Supplier BCP**

Bidder shall maintain business continuity, as per agreed business continuity plan

#### **6.13. Assignment**

The Scope of Work / services mentioned in this RFP or subsequent agreement shall not be assigned either fully or in part by the Bidder to any third party without the prior written consent of Bank. Bank may at any time in whole or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of Bidder.

#### **6.14. Subcontracting**

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

#### **6.15. Protection of Reputation**

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the bidder against its services. bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice

#### **6.16. Amalgamation**

If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

#### **6.17. Cancellation of Contract and Compensation**

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

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one 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, if any, under this contract or any other contract/order.

#### **6.18. Exit Option & Contract Re-negotiation**

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
  - a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 30 days of receipt of purchase order by the Bank;
  - b. The selected bidder commits a breach of any of the terms and conditions of the contract.
  - c. The bidder goes into liquidation voluntarily or otherwise.
  - d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
  - e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.
  - f. Deduction on account of liquidated damages exceeds 10% of the total contract price.
  - g. Delay in delivery / installation / commissioning of proposed solution beyond the specified period for the same as mentioned in the order.
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
5. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.

#### **6.19. Intellectual Property Rights**

All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the



terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.

Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.

Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank

Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.

## **6.20. Corrupt & Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.



### 6.21. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

### 6.22. Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### 6.23. Termination

- 1 The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.
- 2 The Bank shall be entitled to terminate the agreement at any time by giving notice if:
  - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
  - b. The bidder
    - (i) has a winding up order made against it; or
    - (ii) has a receiver appointed over all or substantial assets; or
    - (iii) is or becomes unable to pay its debts as they become due; or
    - (iv) enters into any arrangement or composition with or for the benefit of its creditors; or
    - (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

- 3 The bidder shall have right to terminate only in the event of winding up of the Bank.
- 4 The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.

#### **6.24. Effect of Termination**

1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the bidder.
3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
4. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
5. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

#### **6.25. Service Level Agreement**

1. The selected bidder 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 selected bidder should execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order/Letter of Intent.
2. The bidder needs to strictly adhere to Service Level requirements defined in Annexure G

#### **6.26. Liquidated Damages**

In case these milestones are not met then the bidder will have to pay penalty to Bank @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a

maximum of 5%. If delay exceeds two weeks from due date of implementation, Bank reserves the right to cancel the entire order.

If the selected bidder fails to complete the due performance as per this RFP, Bank reserves the right to terminate the contract and recover Liquidated Damages of 10% of contract value.

Any deliverable has not been implemented or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

The overall LD during implementation will be to a maximum of 10% of the total cost of the project.

Penalty for delay in the change request implementation / process automation (post go live) for each week of delay beyond the agreed date for delivery of change request / total man-day efforts finalized for the process automation or part thereof will be a sum equivalent to 0.25% of the cost of the respective Change Request for delay of one week or part thereof each time, subject to maximum of 10 % (Ten percent) of the total Change Request cost.

A delay of 3 or more working days will be considered as 1 week full for the purpose of calculating delay.

The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the bidder. Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.

Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.

Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order.

## **6.27. Indemnity**

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services



provided by this contract, (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder, (iii) use of the allocated site and or facility provided by Bidder, the overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under clause 6.30 of the RFP (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement. (v) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 6.30 of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipment/s at all points of time, provided however, (i) the Bank notifies Bidder in writing immediately on aware of such claim, (ii) Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

The Successful Bidder shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing, misconduct, fraud, misbehavior or violations of any laws committed by Bidder or its employees/ agents/ persons employed by third parties. Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.

Successful Bidder shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;

1. Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the Bidder as governed by IT Act 2000.
2. The breach by the Bidder of any of its obligations under Confidentiality,
3. Non-compliance of Bidder with Laws / Governmental Requirements
4. IP Infringement
5. Negligence and misconduct of bidder, its employees, and agents
6. Breach of any terms of agreement document or Representation made by Bidder.
7. Act or omission in performance of service.
8. Loss of data due to bidder provided facility.



### **6.28. Force Majeure**

“Neither Party” will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, epidemic, pandemic, flood, fire, explosion, war, and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than Fifteen (15) consecutive days then bank may have the option to terminate the Agreement upon written notice of such termination to the other party.”

### **6.29. Resolution of Disputes**

All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. In case of non- settlement, the higher authorities of both the parties will intervene and negotiate amicably. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English

### **6.30. Non-Disclosure Agreement**

The Bidder shall hold all information about this tender 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, agents and contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

To use the Information only as needed for the purpose solely related to this Project;

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 supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order 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 tendering process of the Bank.

Any information considered sensitive must be protected by the bidder from unauthorized disclosure or access. (Refer annexure)

Non-Disclosure Agreement to be signed by the authorized signatory at the time of submission of RFP as per **Annexure 6**.

### **6.31. Pre-Contract Integrity Pact**

The bidder has to enter into an integrity pact with the Bank to the effect that they will not resort to any corrupt practices in any aspect / stage of the contract. Only those bidders who wish to enter into such a contract with the Bank will be considered for participating in the tender process. Pact to be signed by the authorized signatory at the time of submission of RFP as per **Annexure 13**.

### **6.32. Limitation of Liability**

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.

Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

1. "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.

2. "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct

that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by bidder as part of procurement under the RFP.

Under no circumstances Bank of shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

### **6.33. Confidentiality**

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

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

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those



employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.

Responses received become the property of Bank and cannot be returned. Responses will not be used and shared with third party for any means. Information provided by each bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the bidder.

“Confidential Information” means any and all information that is or has been received by the bidder (“Receiving Party”) from Bank (“Disclosing Party”) and that:

- (a) Relates to the Disclosing Party; and
  - (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
  - (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants
  - (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the bidder to host Bank’s equipment at the site
  - (e) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable
  - (f) Information disclosed pursuant to this clause will be forever
1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
  2. Unless otherwise agreed herein, use any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
  3. In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
    - Take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;



- ▶ Keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
  - ▶ Limit access to such confidential information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the confidential information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the confidential information and materials in the manner prescribed in this document; and
  - ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of confidential information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
- a. Immediately return all written confidential information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
  - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from confidential information relating to the Disclosing Party;
  - c. So far as it is practicable to do so immediately expunge any confidential information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
  - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. The restrictions in the preceding clause shall not apply to:
- a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

- b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- c. The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- d. The confidentiality obligations shall survive forever between the bidder and the Bank.

#### **6.34. Severability**

- I. If any of the provisions of this RFP may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- II. In the event any court or other government authority shall determine any provisions in this RFP is so amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- III. In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

#### **6.35. Delays in Design, Implementation and Performance Guarantee.**

The final short listed bidder should submit a performance guarantee valid for

contract period from the date of signing the contract with additional claim period of six months after expiry of validity period. The value of the Performance Guarantee as mentioned in PBG Clause 6.4 of this RFP.

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

- (a) Claiming Liquidated Damages
- (b) Termination of the agreement fully or partly

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

### **6.36.Publicity**

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

### **6.37.Privacy and Security Safeguards**

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

### **6.38.Adherence to Terms and Conditions:**

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

### **6.39.Other Terms and Conditions:**

1. 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 and negotiate with more than one bidder at a time
  - 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.
  - Interview the personnel being deployed on the project
2. **Substitution of Project Team Members:** During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise.
  3. **Professionalism:** The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.
  4. **Adherence to Standards:** The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities
  5. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the bidder.
  6. 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.
  7. **EXPENSES :** It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".
  8. The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank.
  9. 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.



10. The bidder is expected to quote for the prices of the services exclusive of applicable taxes like GST etc. as on the date of bid submission. The amount of applicable taxes should be given in the commercial as extra. Any upward / downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.

#### **6.40. 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 Board Secretary, authorizing an official or officials of the company 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.

#### **6.41. Applicable Law and Jurisdiction of Court**

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

#### **6.42. No Employer-Employee Relationship**

This agreement is on a Principal to Principal basis and does not relate any employer – employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractor or subcontractor or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

#### **6.43. Minimum Wages**

The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.

The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the Bank will not be liable for any such persons/personnel of successful

bidder and shall not be liable for any levies / penalties etc. that may be imposed by the Authorities concerned for their action/inaction. There shall be no employer employee relationship whatsoever between the bank and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with Bank. In the event of any demand/fines/penalty made by any of the authorities on bank in respect of the conduct/actions taken by the bidder/their employees/labourers, the Bank will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any

#### **6.44. Service Continuity**

The bidder recognizes that all the services under this Agreement are vital to the Bank and bidder agrees to provide continued services rendered by bidder and or its OEM partners till the renewal of the contract after the contract expiration or until any other alternate solution is implemented.

The bidder shall be reimbursed for the service rendered for the period after the contract expiration at a fee not to exceed a pro rata portion of the fee under this contract payable in the same manner as per the contract and in proportion to the period of service extended after the contract.

The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at no less favourable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.

#### **6.45. Disclaimer**

**The scope of work document is not an offer made by Bank but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.**

## 7. ANNEXURES

### 7.1. ANNEXURE 1: CERTIFICATE FOR RFP COST WAIVER FOR MSME/NSIC FIRMS

(In Letter head of Chartered Accountant)

Date:

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an original investment of Rs. \_\_\_\_\_/- in \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.2020/2021. Further we certify that the Company is classified under SME as per MSME Act 2006.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature

Name

Reg.No.

VID No.

Seal of the  
firm

## 7.2. ANNEXURE 2 : CHECKLIST OF DOCUMENTS TO BE SUBMITTED

1. Technical Bid with Covering Letter
2. Team Profile
3. Masked Commercial offer
4. Compliance Certificate
5. Integrity Pact
6. EMD BG/ DD
7. ANNEXURE 6 : NON DISCLOSURE AGREEMENT 58
8. ANNEXURE 7 : TENDER OFFER COVER LETTER 62
9. ANNEXURE 8 : DETAILS OF THE BIDDER 63
10. ANNEXURE 9 : DETAILS OF PAST EXPERIENCES OF HANDLING SIMILAR PROJECT RECORD 64
11. ANNEXURE 10 : COMPLIANCE AGREEMENT 65
12. ANNEXURE 11 : PROPOSED TEAM PROFILE 67
13. ANNEXURE 12: UNDERTAKING OF INFORMATION SECURITY 68
14. ANNEXURE 13: PRE CONTRACT INTEGRITY PACT 69
15. ANNEXURE 14 : PERFORMANCE BANK GUARANTEE 75
16. ANNEXURE 19: BID FORM
17. ANNEXURE 20 : UNDERTAKING BY BIDDER
18. ANNEXURE 21: PROJECT MANAGEMENT METHODOLOGY
19. ANNEXURE 22: SOLUTION ARCHITECTURE
20. ANNEXURE 23: DETAILS OF HARDWARE, DATABASE AND OPERATING SYSTEM REQUIREMENT
21. ANNEXURE 24: MANUFACTURER'S AUTHORIZATION FORM (MAF)
22. ANNEXURE 20: LIST OF HARDWARE AND SOFTWARE COMPONENT
23. ANNEXURE 20: FORMAT FOR LOCAL CONTENT
24. ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE
25. ANNEXURE H: COMPLIANCE TO FUNCTIONAL SPECIFICATIONS



### 7.3. ANNEXURE 3 : FORMAT FOR PRE BID QUERIES

A ) Queries Related to 08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION

RFP : XX2021		08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION			
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

B) General queries Related to RFP

RFP : XX2021	08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION	
BIDDERS NAME		
Sr. No.	General Query related to RFP	Comment / Suggestions

## 7.4. ANNEXURE 4 : GUIDELINES, TERMS & CONDITIONS & PROCESS FLOW FOR E-PROCUREMENT AUCTION

### Introduction:

Bank intends to use E Procurement Auction (Reverse Auction) process in place of submission of commercial bids of RFP.

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 **Format-A**.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

#### b. ELIGIBILITY:

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

#### c. COMPLIANCE/ CONFIRMATION FROM BIDDERS:

- i. The bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the offer documents in response to the RFP:
  1. Acceptance of Rules for Reverse Auction and undertaking as per format in **Format-A**.
  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 as per format in **Format-B**.

#### 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/ empaneled 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 L OF RFP** before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the TCO of **ANNEXURE L 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/- (Bank may change this value and same will be communicated before reverse auction).
- 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 L 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 bill of material as per **ANNEXURE L 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 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 L 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 XX2021, 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 XX2021 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.



**7.5. ANNEXURE 5 : INSTRUCTION FOR ONLINE TECHNICAL BID SUBMISSION**

1	Bid Submission Mode.	Through e-tendering portal <a href="https://eauction.auctiontiger.net/EPROC/">https://eauction.auctiontiger.net/EPROC/</a> (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
2	Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents.	e-Procurement Technologies Limited HelpDesk:  Name: Ravi Sheladiya Direct: 079 6813 6856   Mobile: 908 100 0428 Email: <a href="mailto:Ravi.S@Auctiontiger.net">Ravi.S@Auctiontiger.net</a>

**E-TENDERING:**

1. E-Tendering will be conducted on a specific web portal with the help of the Service Provider identified by the Bank.
2. Bank has decided to determine L1 through bids submitted on bank's E-Tendering website <https://eauction.auctiontiger.net/EPROC/>. Rules for web portal access are as follows:
3. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to bank.
4. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.



9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.

## 7.6. ANNEXURE 6 : NON DISCLOSURE AGREEMENT

(On stamp paper of Rs. 500)

This Non-Disclosure Agreement is made and entered into at this \_\_\_ day of \_\_\_\_\_ 2022 at \_\_\_(Place)\_\_\_\_\_

BY AND BETWEEN Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 1501, 'Lokmangal' Shivajinagar, Pune – 411005, (hereinafter referred to as "Purchaser/Bank/Disclosing Party" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the FIRST PART and (Name of System Integrator) of (please specify the registered office of the (System Integrator) (hereinafter called "the System Integrator/Contractor/receiving party" 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 bidder and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids as per 08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION. M/s \_\_\_\_\_ after going through the Bid Documents and being interested to act as consultant as per 08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION, has submitted its Bid.

WHEREAS, the bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the System Integrator 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 forever from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive termination/expiry of the agreement

Confidential Information does not include information which:

1. 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;
2. is the public domain
  - I. is received from a third party not subject to the obligation of confidentiality with respect to such information
  - II. 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 bidder's personnel to be present on premises of Bank or may require the bidder's personnel to have access to computer networks or databases or information 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 bidder's personnel under such circumstances and to provide notice to the bidder's of the confidentiality of all such information. Therefore, the bidder agrees and undertakes that any technical or business or other information of Bank that the bidder'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 forever.

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

**Damages:** The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach



of contract and undertakes to indemnify for the same

**Resolution of Disputes:** All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

**Return of information:** Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

**Waiver Clause :** The failure to exercise any right provided in this Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized representative of both Parties. This agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

**Relationship between parties:** This Agreement is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

**Notice Clause:** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

<i>Disclosing Party</i>	<i>Receiving Party</i>
<i>Representative name:</i>	<i>Representative name:</i>
<i>Address:</i>	<i>Address:</i>
<i>Email:</i>	<i>Email:</i>
<i>Phone number:</i>	<i>Phone number:</i>

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



## 7.7. ANNEXURE 7 : TENDER OFFER COVER LETTER

Date: \_\_\_\_\_ 2022

Tender Reference No.: 08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION

To:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Having examined the tender documents including the annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver video conferencing components in conformity with the said tender documents in accordance with the Prices indicated in the Commercial bid and made part of this tender.

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

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

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 3% of the Contract Price for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of 2022

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

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

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

**7.8. ANNEXURE 8 : DETAILS OF THE BIDDER**

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

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) 2018-19 2019-20 2020-21	
9.	Profit of the company (not of group) 2018-19 2019-20 2020-21	
10	Sales Tax Number	
11	Goods And Services Tax Number	
12	Income Tax Number	
13	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	

## 7.9. ANNEXURE 9 : DETAILS OF PAST EXPERIENCES OF HANDLING SIMMILAR PROJECT RECORD

Name of the Bidder \_\_\_\_\_

Sl. No.	Name of the Client	Purchase Order/Indent Number & Date	Date of completion of delivery as per contract as well as Actual		Contact person Name Tel. No. Fax No. Address	Total Amount of Order
			As per contract	Actual		

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

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

Note – Bidder is required to provide supporting documents such as credential letters, PO and proof of completion of work, copy of agreement etc.



## 7.10. ANNEXURE 10 : COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of 08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of Bank.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. Bank will make every effort to make the bid process transparent. However, the award decision by Bank would be final and binding on us.
4. We agree not to divulge either our bids or those of other bidders to any other external party.
5. Bank has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of Bank, bid process, bid technology, bid documentation and bid details. Bank documents remain the property of Bank and all bidders are required to return these documents to Bank upon request.
7. Bank'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 bidders or parts or over time (as in the case of staggered deliveries) will be at Bank'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 would be final and binding on all bidders.
10. Bank has the right to decide to extend, reschedule, cancel the RFP.
11. Please note that BANK may consider debarring a bidder in the event the bidder violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
14. We confirm that this offer is valid for six months from the last date for submission of Tender Documents to the Bank (RFP closing date). Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide consultancy in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.
15. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP DOCUMENT and the related addendums and other documents including the changes made to the original RFP documents issued by

the Bank which shall form a valid and binding part of the aforesaid RFP DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

16. If our Bid is accepted, we undertake to complete the assignments within the scheduled timelines

17. We confirm that this offer is valid for 180 days from the date of tender opening.

18. If successful, we are agreed to provide uninterrupted service till project completion.

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

Name:

Designation:

Organization:

Signature:

Date:

Place:

Stamp:

**7.11. ANNEXURE 11 : PROPOSED TEAM PROFILE**

[Map the Projects Team Profile here with Proposed Scope]

Sr. No.	Project Scope	Name of the team member	Qualifications & certifications	Previous Banks where team member was associated	Duration of team member association	No. of years of experience
1						
2	i. Implementation of RPA solution ii. In-corporation of existing processes in RPA solution iii. Training of the officials 1. Pre-implementation 2. Post-implementation					

(bidder may add rows and split modules as per requirement and experience of team member)

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

Place:

Date:

Seal and signature of the bidder

## 7.12. ANNEXURE 12: UNDERTAKING OF INFORMATION SECURITY

(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

Date: / /

To,  
General Manager – Information Technology  
Bank of Maharashtra

Sir,

Subject : 08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION  
(RPA) SOLUTION

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Authorized Signatory  
Name:  
Designation:  
Vendor's Corporate Name  
Address  
Email and Phone #



### 7.13. ANNEXURE 13: PRE CONTRACT INTEGRITY PACT

(To Be submitted on stamp paper of Rs.500 and must be signed by either Director or CEO level)

**General:**

*"This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of month of \_\_\_\_\_ 2022, between on one hand, Bank of Maharashtra through authorized official Shri \_\_\_\_\_, General Manager, Information Technology Department, Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 15.1, 'Lokmangal' Shivajinagar Pune – 411005, (hereinafter called the "BUYER", which expression shall unless it be repugnant to the subject thereof, include its successors 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/Equipment/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 an 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 hereby 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 Clause 6 of the Companies Act 1956/Section 2(77) of the Companies Act, 2013.

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. Sanctions for Violations:**

5.1. 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 :-

5.1.1. 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.

5.1.2. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit / Performance Bond (after the contract is signed), if any, shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.

5.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.4. 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.

5.1.5. 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.

5.1.6. 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.

5.1.7. 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.

5.1.8. 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.

5.1.9. 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

5.1.10. 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.

## **6. Fail Clause:**

6.1. 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.

## **7. Independent Monitors:**

7.1. 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).

7.2. 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.



7.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. 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.

7.6. 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.

7.7. 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.

7.8. 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.

#### **8. Facilitation of Investigation**

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

#### **9. Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is Pune.

#### **10. Other Legal Actions:**

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

#### **11. Validity:**

11.1. The validity of this Integrity Pact shall be from date of its signing and extend up to six 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.

11.2. 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.

**12. Other Provisions:**

12.1 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

**13.** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**BUYER**  
Name of the Officer  
Designation

**BIDDER**  
Chief Executive Officer  
(Office Seal)

IT Department  
Bank of Maharashtra  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

1 \_\_\_\_\_  
(Name & Address): \_\_\_\_\_

2 \_\_\_\_\_  
(Name & Address): \_\_\_\_\_

Witness:

1 \_\_\_\_\_  
(Name & Address): \_\_\_\_\_

2 \_\_\_\_\_  
Name & Address): \_\_\_\_\_"

## 7.14. ANNEXURE 14 : EMD (in form of PERFORMANCE BANK GUARANTEE)

### Bid Security Form / EMD

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)

(ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date:

Period of Bank Guarantee: Valid up to

Amount of Bank Guarantee: Rs. /-

To,  
Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

THIS DEED OF GUARANTEE made at ..... this .....day of ..... between 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.

Whereas the Beneficiary had invited tenders for XXXXXXXXXXXX, vide tender No: XXXXX dated: XXXXXX.

One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs XXXXXXX/- (Rs. XXXXXXX 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.

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

At the request of the said M/s.<Bidder Name>. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the promises 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. XXXXX/- (Rs. XXXXXXX 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:

The liability of the Bank under this Bank Guarantee shall not exceed Rs. XXXXXX/-. (Rupees XXXXXX only).

This Bank Guarantee shall be valid up to \_\_\_\_\_.

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

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

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

For and on behalf of the Guarantor Do so and  
to affix the seal of the Bank, in the presence of .....



**7.15. ANNEXURE 15 : LETTER FOR REFUND OF EMD**

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

To,

Deputy General Manager,  
 Information Technology Department  
 Bank of Maharashtra

Dear Sir,

SUB: LETTER FOR REFUND OF EMD

REF: YOUR RFP NO: 08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION  
 (RPA) SOLUTION dated DD/MM/YYYY

We \_\_\_\_\_ (Company Name) had participated in the Request for Proposal  
 (RFP) 08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION  
 and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as  
 follows

Sr No	Bidder Name	DD/BG Number	Drawn on Bank Name	Amount (Rs)
-------	----------------	-----------------	--------------------------	----------------

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

**Date:****Place:****Signature of Authorized Signatory:****Name of Signatory:****Designation:****Seal of Company:**

## 7.16. ANNEXURE 16 : RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017 FOR TENDER PARTICIPATION

In line with the contents of Order No. 6/18/2019-PPD (Public Procurement No.1) dated 23<sup>rd</sup> July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, inviting attention to OM No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 for the "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority. (Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**7.17.ANNEXURE 16 B: MODEL CERTIFICATE FORMAT FOR TENDER PARTICIPATION TO BE SUBMITTED BY BIDDERS**

To  
Deputy General Manager  
Information Technology Department  
Bank of Maharashtra

**SUB: Model Certificate for Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 for tender participation**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India as mentioned in Annexure- 16 of this RFP document.

I certify that We \_\_\_\_\_ (name of the firm) are not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

[Evidence of valid registration by the Competent Authority is attached]

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address

Email and Phone



**7.18. ANNEXURE 17 : LIST OF DEVIATIONS REQUESTED**

To,  
 General Manager (IT),  
 Bank of Maharashtra  
 Information Technology,  
 Head Office,  
 Lokmangal, Shivajinagar,  
 Pune – 411005

Sub: RFP NO: 08/2022-23 RFP FOR ROBOTIC PROCESS AUTOMATION (RPA) SOLUTION

[Please provide your comments on the Terms & Conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Detailed Scope of work, Service levels, Instruction to Bidders, Experience in related projects, etc. You are also requested to provide a reference of the page number, state the clarification point and the deviation that you propose as shown below.]

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Deviations requested	Justification
1					
2					
3					
4					
5					
6					
7					
8					

Yours faithfully,

Authorized Signatory

Designation  
 Bidder's name

## 7.19. ANNEXURE 18: INDICATIVE LIST OF RPA PROCESSES

The below list of processes is indicative and not exhaustive. We may consider additional processes, deletion and modification in existing processes in coordination with various departments for automation. The indicative list of identified processes / discoveries for automation through RPA is:

S.No.	Process
1	Reconciliation of AePS
2	Reconciliation of RTGS
3	Reconciliation of NEFT
4	Reconciliation of UPI
5	Reconciliation of NACH
6	Reconciliation of Festival Advances
7	Reconciliation of LFC
8	Reconciliation of Pension
9	Reconciliation of Salary
10	Reconciliation of Travel Advance
11	Cheque Book Issue Process
12	Account Freezing and Closure Process
13	Aadhaar Tokenization
14	Corporate Internet Banking User Creation
15	CGTMSE Data Entry
16	Devops – Development Operations and continuous integration of development and testing activities
17	Handling of ASBA (application supported by Bank Account) Operations
18	Handling of Demat Activities CDSL
19	Handling of Demat Activities NSDL
20	Handling DEA Funds
21	Demat Billing
22	AePS Technical Decline Report Automation
23	UPI Technical Decline Report Automation
24	Bulk Email sending
25	ATM Uptime Reporting
26	MIS ADF Report Automation
27	Online Account Opening Operation Process
28	Loan processing
29	Accounts Payable and Billing Process
30	KYC Process with image processing analytics
31	Downtime Reporting and Penalty calculation
32	Credit Card Processing
33	Door Step Banking

S.No.	Process
34	Aadhaar Seeding job automation in integration with Demographic authentication job
35	Account Opening job (both e-KYC and without e-KYC) scheduler automation
36	Document Approval Process Automation
37	Reconciliation related to Nominal Heads
38	Email management for complaints
39	Payment disputes handling
40	Debit Card Decline diagnostics
41	Handling Fraudulent transactions
42	Courtesy fee waivers
43	Payment assistance requests
44	Credit Behavior for business loans
45	Pre-Sanction Lending Process
46	GL Reconciliation
47	Fees & Revenue Reconciliation
48	Client onboarding & KYC
49	Corporate onboarding
50	ATM Replenishments
51	Loan Origination Process
52	AML Alerts Management
53	Cross Sell enablement
54	Payment Assistance Request
55	Factoring & invoice discounting
56	Adverse Media Screening
57	EMI Foreclosure
58	Credit & collections
59	Past Credit behavior for business loans
60	LOS automation
61	Treasury- Unified view of Balances
62	Excess Cash Reporting

## 7.20. ANNEXURE 19: BID FORM

Ref No.....

Place:

Date:

To,  
The Head Digital Banking  
Bank of Maharashtra, 1501,  
'Lokmangal', Shivajinagar,  
Pune - 411005

Dear Sir,  
Having examined the Request for Proposal (RFP), Ref No. the receipt of which is hereby duly acknowledged, we, the undersigned, offer for RPA Solution.

Various requirements in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the solution/ provide the services in accordance with the Delivery Schedule / implementation schedule specified.

We agree to abide by this bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We further confirm that, in case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations.

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

- 1.
- 2.
- 3.



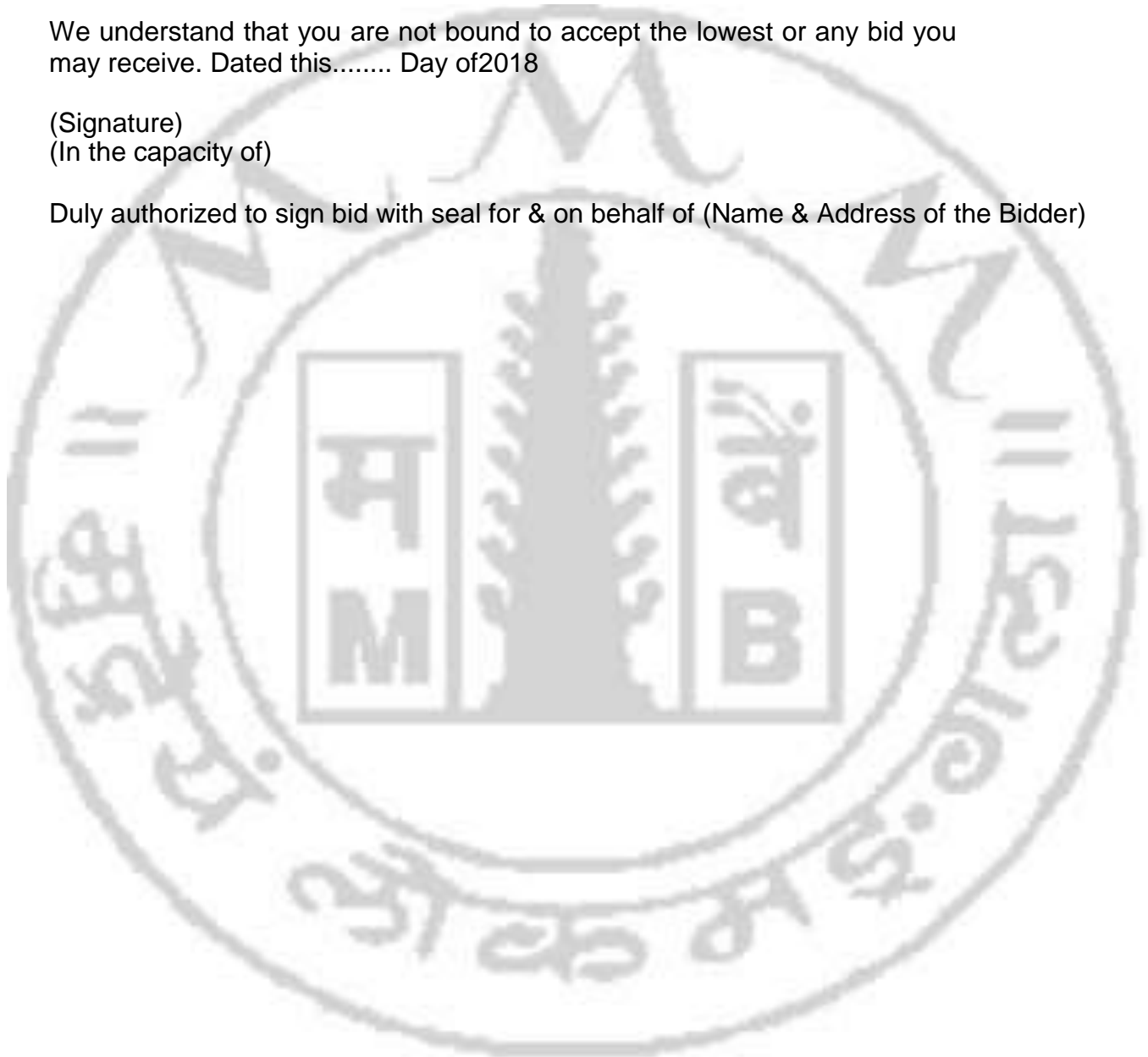
4.

Name & address of agent Amount & currency Purpose of commission or gratuity  
\*(If none, state none)

We understand that you are not bound to accept the lowest or any bid you  
may receive. Dated this..... Day of 2018

(Signature)  
(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)



**7.21. ANNEXURE 20 : UNDERTAKING BY BIDDER**

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

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

The Head Digital Banking  
Bank of Maharashtra, 1501,  
'Lokmangal', Shivajinagar,  
Pune - 411005

**Undertaking (To be submitted by all Bidders' on their letter head)**

We \_\_\_\_\_(bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories  
(Name, Designation and Seal of  
the Company)  
Date: \_\_\_\_\_

**7.22. ANNEXURE 21: PROJECT MANAGEMENT METHODOLOGY**

<b>Sr. No.</b>	<b>Requirements</b>	<b>Response</b>
1	Details of methodology / approach	
	The methodology section should adequately address the following stages of the project	
1.1	Frequency and approach for periodic reporting on the progress of the project and actual status vis-a- vis scheduled status	
1.2	Detailed Study of Current State, with detailed work steps and deliverables	
1.3	Gap analysis including identification and resolution of gaps	
1.4	Customization, development and necessary workaround	
1.5	Building up of interfaces with various applications currently used by the bank	
1.6	Setting up of the disaster recovery site with necessary replication	
1.7	User acceptance testing	
1.8	Planning for roll-out and identification of key issues that may arise along with proposed solutions	
2	Timelines	
	Project management activities	
3	Roles and responsibilities of proposed personnel both from the bidder	
4	Following details with respect to the methodology followed by the bidder in Project Management for a Public Sector Bank	
5	Project Name	
5.1	Project Location	
5.2	Client Name	
5.3	Client address	

5.4	Client contact/reference Person(s)	
5.5	Project started (month/year)	
5.6	Project elapsed time – months	
5.7	Man-months effort	
6	Project Size	
6.1	Name of senior SPOC	
6.2	Nature of the Project	
6.3	Project Management Methodology used	
6.4	Role of the Bidder, whether complete end-to-end involvement or for a particular module	
6.5	Project detail (Broad detail – information about all activities handled, modules forming part of the RPA& Development of RPA Solution of the Client Bank, associated activities, time lines activity-wise and module wise may be detailed.)	

Place:

Date:

Signature

:

Name &amp;

Designation:

Business Address:



## 7.23. ANNEXURE 22: SOLUTION ARCHITECTURE

To,

The Head Digital Banking  
Bank of Maharashtra, 1501,  
Lokmangal, Shivajinagar,  
Pune - 411005

We furnish detailed solution architecture proposed to bank for Development and implementation of RPA Solution.

Place:  
Date:  
Signature:  
Name &  
Designation:  
Business  
Address:



## 7.24.ANNEXURE 23: DETAILS OF HARDWARE, DATABASE AND OPERATING SYSTEM REQUIREMENT

To,

The Head Digital Banking  
 Bank of Maharashtra, 1501,  
 Lokmangal,  
 Shivajinagar,  
 Pune - 411005

The Bidder must specify complete details of Hardware and other systems required for successful implementation of the offered Solution, in the following format:

Sr. No.	Module/ Item	Module Description	Requirement	Quantity
1	Hardware – Servers and PCs			
2	Operating System (Windows Server 2012 or Red Hat Linux on Bank's premise)			
3	Database (Bank is under Oracle ULA)			
4	Any other components			

Note:

Please mention Make / Model (if any), type and number of processors, Memory, bus speed, hard disk & Operating System number of users, license type, version etc.

Place:

Date: Signature:

Name &

Designation:

Business Address:

**7.25. ANNEXURE 24: MANUFACTURER'S AUTHORIZATION FORM (MAF)**

No.

Dated

To,  
 The Head Digital Banking  
 Bank of Maharashtra, 1501,  
 Lokmangal, Shivajinagar,  
 Pune - 411005

Dear Sir

Ref: your RFP for RPA Solution dated \_\_\_\_\_.

We who are established and reputable manufacturers of \_\_\_\_\_  
 \_\_\_\_\_ (name & descriptions of goods offered)  
 having factories at \_\_\_\_\_ (address of factory) do hereby authorize  
 M/s \_\_\_\_\_ (Name and address of Agent) to submit  
 a bid, and sign the contract with you for the goods manufactured by us against the above  
 Request for Proposal (RFP).

We hereby extend our full guarantee and warranty for the Solution, Products and services  
 offered by the above firm against this Bid Invitation for a period of 7 years from the date of  
 contract. We also undertake to provide any or all of the following materials, notifications,  
 and information pertaining to the Products manufactured or distributed by the Supplier:

- a) Such Products as the Bank may opt to purchase from the Supplier, provided, that  
 this option shall not relieve the Supplier of any warranty obligations under the  
 Contract; and
- b) in the event of termination of production of such Products:
  - i. advance notification to the Bank of the pending termination, in sufficient time  
 to permit the Bank to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to the Bank, the blueprints,  
 design documents, operations manuals, standards, source codes and  
 specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical  
 support and maintenance obligations required by the contract.

We hereby extend our full comprehensive guarantee and warranty as per Conditions of  
 Contract for the goods and services offered for supply by the above firm against this  
 RFP. In case of M/s \_\_\_\_\_ is out of service due to any reason, we will make  
 alternative arrangement for the service and maintenance of our product on same terms  
 and condition.

Yours faithfully (Name)  
 (Name of manufacturers)

## 7.26. ANNEXURE 20: LIST OF HARDWARE AND SOFTWARE COMPONENTS

To,

General Manager,  
Information Technology Department  
Bank of Maharashtra

Dear Sir,

SUB: List of Software and Hardware Components required for implementation of RFP NO: \_\_\_\_\_ for Robotics Process Automation (RPA) Solution \_\_\_\_\_ dated: DD-MM-YYYY

The below software are proposed for implementation of scope mentioned in RFP. If Bank would like to procure the below licenses (Complete or partial) independently, we will support and co-operate with Bank for procurement of licenses in line with CVC guidelines.

Sr No	Software / Tool or Component Required	OEM Name	Justification (Why Software is needed)	Licensing Metric for software (User Based/ Processor Based/ any other)
1				
2				
3				

The below Hardware items are proposed for implementation of scope mentioned in RFP. If Bank would like to procure the below items (Complete or partial) independently, we will support and co-operate with Bank for procurement of licenses in line with CVC guidelines.

Sr No	Hardware Item or Component Required	Quantity	OEM Name	Size of Hardware for provisioning Racks space	Number of Power Inputs and Power consumption for device
1					
2					
3					

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:



## 7.27. ANNEXURE 20: FORMAT FOR LOCAL CONTENT

### CERTIFICATION FOR LOCAL CONTENT

To,

The \_\_\_\_\_,  
Bank of Maharashtra,  
Lokmangal, 1501,  
Shivajinagar, Pune

Dear Sir,

Ref: Your RFF Ref: .

Bidder Name:

This is to certify that proposed <Services as per scope of work> is having the local content of % as defined in the above mentioned RFP and amendment thereto.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal :

Countersigned by the bidder:

Bidder - (Authorized Signatory)

## 7.28 ANNEXURE A: COMMERCIAL BID FORMAT

The bidder is required to update the commercials in the following format:

Table1

Sr. No.	Requirement	One Time Charges (Rs.)	Recurring Cost in Rs.			Total (Rs.)
			Year1	Year2	Year3	
1	Enterprise License* Cost for automation tool provided					
2	Processes automation (new / existing) – cost *** 6665 Man Days distributed equally in three years.		NA	NA	NA	
3	RAP solution Implementation Cost		NA	NA	NA	
4	Facility Management/Support resource cost		NA	NA	NA	
	L1 Resource	NA				
	L2 Resource	NA				
5	Training Cost		NA	NA	NA	
	1.Pre-implementation		NA	NA	NA	
	2.Post-implementation		NA	NA	NA	
	3.Recurring (Yearly)	NA				
6	Any Other Charges **					
7	<b>Total Cost (1+2+3+4+5 +6+7)</b>					
	TCO in Words					

(bidder may add row as per requirement)

\* Enterprise License would mean - Unlimited Client License for Bank Branches in India & International territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.

\*\* Details to be provided for any commercial provided against “Any Other”.

\*\*\* Process automation cost shall also include the cost of identification of processes, automation of the process, performance monitoring of the automated processes, troubleshooting and modifications in existing automated processes. Bank has assumed man-days required for the work which will be quoted as one time cost. However, payment will be done as per actual utilization and availing of services by the Bank. The estimation of man days for automation of identified

**process would be as per mutual agreed terms. However, bank's decision would be final with respect to estimation of man-days.**

**The same rate should be valid for any additional work to be allocated over and above the indicative processed listed in RFP**

### **Terms & Conditions:**

1. For each of the above items provided the bidder is required to provide the cost for every line item where the bidder has considered the cost.
2. Bank reserves the right to implement or drop any of the above listed items without assigning any reason.
3. If the cost for any line item is indicated as zero, then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
4. The price quoted for the project should be an all-inclusive price including any taxes, expenses and levies but excluding GST and is a fixed price.
5. Bank will deduct applicable TDS, if any, as per the law of the land.
6. The quoted fixed cost against each item shall remain unchanged till the completion of the Project(s).
7. The base project location will be Pune.
8. The TCO in words is amount on which the commercial evaluation shall be conducted.
9. All prices to be valid for a period of 3 years from the date of contract execution / signing.
10. The Bank reserves the right to renew the contract post completion of the contract period and the commercials for the same shall be discussed based on the scope of work.
11. Bidder should factor all your expenses like travelling, boarding, lodging etc. apart from amount specified in Commercials, no other expenses will be paid by the Bank.
12. Bidder shall depute resources on-site of the project implementation location(s) for carrying out the task as specified in this document.
13. The cost quoted is in fixed price and no increase in rate will be admissible by the Bank for whatsoever reasons during the contract period.

14. The cost quoted also includes the cost of deliverables for all the phases of the Project.

15. Bidder is expected to provide detail bill of material along with the commercial proposal for the proposed hardware and appliances.

**16. Additional Per Man-day rates (applicable in case of enhancement of scope in future). The same will be as per sr no 2 of Table 1 for the respective year and mutually agreed terms thereafter.**

Place:

Date:

Seal & Signature of the Bidder

The resources shall be appointed on a project requirement made known by the Bank, only if they meet the aforementioned categorization as indicated in the table above and after obtaining prior approval from the Bank.

**Note:**

**All the Columns in all the above tables of this Annexure must be completely filled and should not be kept blank.**

- i. The Prices quoted shall be inclusive of all taxes and levies; and exclusive of GST.
- ii. GST Shall be paid on actual basis.
- iii. Bidder has to quote for all the three categories.
- iv. Bank will consider L-1 Bidder based on TCO mentioned above.
- v. In case of difference between amount quoted in figure and in words. The amount quoted in words shall prevail.



## 7.29. ANNEXURE B: TECHNICAL EVALUATION CRITERIA

The table below highlights the parameters under the technical criteria and scoring methodology.

SN	Criteria	Max Score
1	Total No. of Skilled Employees / Resources (in India) on Robotic Process Automation available for such a project; <ul style="list-style-type: none"> <li>✓ 50+ Employees (15 marks)</li> <li>✓ 25-50 Employees (10 marks)</li> <li>✓ Up to 25 (5 marks)</li> </ul>	15
2	Business Process Management (BPM) Expertise in BFSI in India/Abroad (Paper evaluation based on response): <ul style="list-style-type: none"> <li>✓ More than 2 (15 marks)</li> <li>✓ At least 1 (10 marks)</li> </ul>	15
3	Total No. of project(s) executed in Automation in India/Abroad (Paper evaluation based on response): <ul style="list-style-type: none"> <li>✓ More than 3 (15 marks)</li> <li>✓ Up to 3 (10 marks)</li> </ul>	20
4	Bidder's capabilities (Professional qualifications and experience of the key staff proposed/ identified for this assignment on Robotic Process Automation, to be provided): <ul style="list-style-type: none"> <li>✓ Financial stability</li> <li>✓ Implementation, Monitoring &amp; Management Team</li> <li>✓ Resources proposed for the project</li> </ul>	25
5	Positioning of the solution in Gartner's Magic Quarter <ul style="list-style-type: none"> <li>✓ Solution positioning in latest (2021-22) report of Gartner's Magic Quadrant               <ol style="list-style-type: none"> <li>1. Challenger (15 Marks)</li> <li>2. Leaders (20 Marks)</li> </ol> </li> <li>✓ Solution positioning in previous year (2020-21) report of Gartner's Magic Quadrant               <ol style="list-style-type: none"> <li>3. Challenger (10 Marks)</li> <li>4. Leaders (15 Marks)</li> </ol> </li> </ul>	20
6	Technical Presentation:	25

	<ul style="list-style-type: none"> <li>✓ Bidders' approach for formation of the Automation Solution/setup for the Bank in terms of value delivery and market leading technology differentiation capability.</li> <li>✓ Methodology/Approach proposed for accomplishing the proposed project, including integration and customization.</li> <li>✓ Activities/tasks, project planning &amp; implementation, resource planning, effort estimate etc.</li> <li>✓ Demonstration of on any one of the use cases that has been successfully implemented in any BFSI (Banking, Financial Services and Insurance) sector.</li> </ul>	
	<b>Total</b>	<b>120</b>

**Note:**

1. The experience of bidder for the projects executed as subcontract shall be scored, provided that the Bidder provides subcontracted PO to the Bank as a proof.
2. The bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials.
3. Further the Bank's officials would visit reference sites provided by the Bidder if deemed necessary.
4. In case there is only one bidder having technical score of 75 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder.

In case, none of the participating bidder s qualify on technical criteria and reach or exceed the cut-off score of 75, then the Bank, at its sole discretion, may qualify two bidders on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider bidder below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirements.

**EVALUATION SCORING TABLE**

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
<b>1 Expertise &amp; Experience</b>			
1.1	Number of Banks where solution has been implemented	30	10 Marks – with implementation of IACS software in 1 Public Sector Bank with 4 or more modules 5 Marks – with implementation of IACS software in 1 Private Sector Bank

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology												
			Scores will be multiple based on above criteria for number of credentials subject to maximum of 30 Marks												
1.2	Coverage of Audit/inspection modules mentioned in the Scope of Work	20	5 Marks if less than 4 Modules are implemented 10 Marks if 5-8 Modules are implemented 15 Marks if 9-12 modules are implemented 20 Marks if more than 12 modules are implemented												
	<b>Sub-Total</b>	<b>50</b>													
	2 compliance to Functional Specification														
2.1	Compliance to functional specifications as per Annexure H	230	<p>All the functionalities mentioned Annexure H are mandatory. Even if these functionalities have not been demonstrated at the time of technical evaluation (Marked as unavailable or customizable). Vendor has to provide/customize these functionalities at the time of implementation</p> <p>The bidder is required to provide Mandatory requirements and meet minimum score requirement</p> <p>Scoring methodology per functional parameters would be as under:</p> <table><tr><th>Feature Status</th><th>Short form</th><th>Remarks</th></tr><tr><td>Readily Available</td><td>RA</td><td>The feature is already supported and included in the out-of-the-box solution (1 Marks shall be allotted)</td></tr><tr><td>Customization</td><td>CU</td><td>Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. (1 Mark shall be allotted)</td></tr><tr><td>Not available, but can be developed with additional cost</td><td>NC</td><td>Not available, can be developed with additional cost (0.25 Mark shall be allotted)</td></tr></table>	Feature Status	Short form	Remarks	Readily Available	RA	The feature is already supported and included in the out-of-the-box solution (1 Marks shall be allotted)	Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. (1 Mark shall be allotted)	Not available, but can be developed with additional cost	NC	Not available, can be developed with additional cost (0.25 Mark shall be allotted)
Feature Status	Short form	Remarks													
Readily Available	RA	The feature is already supported and included in the out-of-the-box solution (1 Marks shall be allotted)													
Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. (1 Mark shall be allotted)													
Not available, but can be developed with additional cost	NC	Not available, can be developed with additional cost (0.25 Mark shall be allotted)													

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
			Not supported / Unavailable      UA      This capability is neither supported nor available with this Solution. (0 / No Mark shall
	<b>Subtotal</b>	<b>230</b>	
	3 Presentation		
3.1	Presentation to the Bank's Evaluation Team	25	Subjective Evaluation based on the Bank's perception of the quality & applicability of the proposal and interactions held during presentation based on following: Project Execution Methodology. Adherence to Project Timelines Execution Competency (Functional & Technical Competency) Approach and Resource Commitment (Employee profiles of all key personnel as part of this project)
	<b>Sub-Total</b>	<b>25</b>	
	<b>Total Marks</b>	<b>320</b>	

**Note :**

5. The experience of bidder for the projects executed as subcontract will be scored, provided that the Bidder provides subcontracted PO to the Bank as a proof
6. The bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials
7. Further the Bank's officials would visit reference sites provided by the Bidder if deemed necessary.
8. In case there is only one bidder having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidder s qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two bidder s on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider bidder below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement



## 7.29 ANNEXURE C : SCOPE OF WORK

The Bank defines the below sample workflows and the commercials as per the Low-Medium-High complexity definitions of the processes mentioned in Annexure 1.

### 1. CONFIGURATION OF PROCESS WITH LOW COMPLEXITY

- i. Requirement to interface with just 1-2 application.
- ii. Data available on structured & standard format (1 - 4 formats)
- iii. Data available from OCR but requires some validation.
- iv. Standard pre-defined logic with only 1 to 2 business rules.
- v. Sub-process with less than 30% volumes has multiple exception scenarios (70% volumes standard with no exceptions).
- vi. Does not require any judgment, standard & repetitive.
- vii. Data validation/extraction/entry requires access to not more than 1 application and is static.
- viii. Automation is done on known applications with reuse of objects.
- ix. Data to be picked/validated are static.
- x. No access security restriction to any application.
- xi. Simple calculations/validations (e.g. yes/no, single tax code, simple discount percentage & calculation etc.).
- xii. Policies & procedures are standard across entities/geographies of the Bank.
- xiii. There is a standard workflow across entities and the information is structured in fields.

### 2. CONFIGURATION OF PROCESS WITH MEDIUM COMPLEXITY

- i. Requirement to interface with 3-4 applications
- ii. Data available on structured & standard format (4-6 formats)
- iii. Require OCR solution & multiple bidder formats.
- iv. Standard pre-defined logic with 3-5 business rules, changeable using human interface.
- v. Sub-process with 30% - 60% volumes having multiple exception scenarios (3-4 scenarios).
- vi. Judgmental steps can be isolated, so Robot can run only on the feasible steps.
- vii. Data validation/extraction/entry requires access to not more 3 applications.
- viii. Automation is done on known applications, but object replication is not more than 50%.
- ix. Data to be picked / validated are dynamic.
- x. Access to applications restricted but access can be obtained.
- xi. Medium calculations (2-3 tax code/Discount calculations).
- xii. Policies procedures & workflow that requires approval from specific user team.
- xiii. Requires English and non-double byte character support.

### 3. CONFIGURATION OF PROCESS WITH HIGH COMPLEXITY

- i. Requirement to interface with multiple applications for data download & Upload (more than 4 applications).
- ii. Data available is structured but multiple standards format (more than 6 formats) (Eg: reconciliations).
- iii. Require OCR solution, multiple vendor formats, poor quality of images (Handwritten, signature validations) (e.g.: remittance advices, handwritten invoices etc.).
- iv. Standard predefined rules with more than 5 conditional validations to be checked.
- v. Sub-process with more than 50% volumes having multiple exception scenarios (more than 5 scenarios) (50% volumes standard with no exceptions).
- vi. Requires a break in Robot run to execute manual judgmental steps, these steps cannot be isolated at beginning or end.
- vii. Data validation/extraction/entry requires access to 4 or more applications.
- viii. Automation is done on known applications, but object replication is not more than 20%.
- ix. Data to be picked/validated are dynamic.
- x. Access to restricted sites.
- xi. Multiple tax calculation requirements to maintain a tax/discount calculator and percentages change frequently.
- xii. Policies & procedures require validation/approval from users or higher authority.
- xiii. The request source is email and the information is un-structured.

Apart from the work flow mentioned above, the Bidder shall note the following points as Scope of Work:

- i. The list of processes is given in the Annexure 1, however successful bidder has to study, prepare and submit detailed step by step scope document for sign off before implementing the RPA smoothly without gaps and minimum manual intervention.
- ii. Providing tools and utilities for the RPA and implement the same in production, development and test environments.
- iii. Providing identifiable components for building, adapting, testing, releasing and controlling processes. There should be ability to schedule processes and runtime resources.
- iv. Providing, reporting and analytics tools in respect of the processes automated.
- v. Enabling suitable information security / cyber security and secure configuration in respect of the components and utilities in the solution, as per requirements of the Bank from time to time.
- vi. Making sure that the RPA solution operates on any user interface or OS.

- vii. Ensuring that the RPA solution has version control.
- viii. Ensuring that the solution should be designed with redundancy in mind to ensure nil impact by failure of one or more components / servers or software in Production environment.
- ix. Creating additional processes for the bots (if required) for which RPA has to be implemented.
- x. Providing Training to the Bank's Team for identifying processes for RPA, design and implement RPA in other processes.
- xi. Providing a checklist to enable identification of processes other than the identified processes as mentioned in **Annexure 1 - List of RPA Processes** and the pre-requisites required for each process for implementation of RPA.
- xii. Providing the detailed project plan with deliverables and timelines leading up to Go-Live of the solution. During the phases of project development, the Bidder shall be entitled to provide below facilities:

#### 1. Presentation and Demo

Bidder(s) as part of technical evaluation have to demonstrate their RPA solution and it shall be based on the following conditions:

- i. All and any cost associated with demonstrating (including provision of Servers, technical resources, travel cost, boarding cost etc.) will be to the account of the bidder and bank will not bear any cost.
- ii. Bank reserve its right to extend / shorten the period of demonstrate where needed.

Bidder who has failed in the demonstration shall automatically stand disqualified technically.

#### 2. Infrastructure

- i. The Bidder needs to size the infrastructure (hardware, Operating System, Database and other related software) for the solution based on the process automation requirement defined by the Bank.
- ii. The Bidder shall propose this requirement as part of their technical bid submission.
- iii. The end-to-end implementation, maintenance and support of the implemented RPA tool shall be the responsibility of the Bidder.

- iv. As part of the technical proposal the bidder needs to provide complete RPA solution details. The bidder must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.
- v. The Application & Database should be sized for Active- Active cluster at DC & Active- Active cluster at DRC so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.
- vi. Bidder shall install and maintain the software as required by solution. Bidder has to resolve the issues arising during implementation of RPA tool as well as during automation of any manual processes shared by the Bank.
- vii. Bank shall provide requisite Hardware, Database (Oracle, MSSQL), OS (Windows, Linux), Networks, Peripheral Security and Infrastructure Monitoring components for on premise setup.
- viii. The Bidder shall be responsible to provide the hardware sizing details/parameters along with requisite supporting applications if any.
- ix. Bidder is required to provide the list of (applicable if any) Software and Hardware components as per Annexure 20.

### 3. Facility Management Service

The indicative Scope for the facility management is as below:

- i. Bidder shall designate one of its personnel as the Project Manager, to interact with the designated Automation Cell from the Bank for the purposes of getting approvals, progress report, discussing and resolving issues, arranging meetings, successful implementation of RPA tool. Bidder shall also provide Facility Management having heretical and scope based support personal such as L1, L2 and Team leads.
- ii. Bidders to ensure to manage and maintain RPA tool as mentioned in the RFP and as per the agreement the bidder should deploy at Bank's Site required number of onsite technical experts throughout contract period. The deployed resources (to have adequate skill, Good academics & be technically sound) should manage the above-mentioned scope of work and have experience for monitoring & management of the proposed RPA solution. The deployed resources



should be available and work 24\*7\*365 days. The Bank reserves the right to deploy these resources in Shifts/Holidays. The bidder should be able to recruit/deploy the resources within 30 days of placing the order/LOI for the onsite technical resource.

- iii. Bidders to ensure that deployed resources should be competent to develop/configure/handle/integrate/maintain/manage/implement/test/G o-live the proposed RPA solution.
- iv. Bidder should ensure that the onsite resources should perform Process identification, automation, testing, support, performance monitoring, implementation, integration with existing RPA processes, if any, troubleshooting, modifications, bug fixes, reporting, coordination with the Bank's Automation Cell, Audit compliance, any other statutory compliance, Patch Installation (DB, App, Software) fixes, analytics, risk management & monitoring, day to day MIS reports, Regulatory reports, conducting DR Drill, backup/restore. These activities are an indicative gist of activities which may increase depending upon the automation requirement of the Bank.
- v. The onsite resources shall also prepare and maintain the details of processes automated, documentation, standard operating procedure and other documentation as required for implementation, maintenance and management of the RPA solution and same shall be submitted before signoff and within 30 days of GO-LIVE of solution & be properly updated during the contract period.
- vi. The deployed resources shall be on the bidders' payroll/contracts and will not be having any employment right with the bank. These resources will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank. The selected bidder shall address such issues without involving the bank. The onsite resources provided for Facility Management at Bank's premises should be on payroll of the successful bidder and not on any third party payroll. In case, if the successful bidder has to depute third party resource payroll and not bidder's payroll, the permission of the same is to be taken from the Bank before deployment and it will be successful bidder's responsibility for any action taken on part of the deployed resource by the bidder.
- vii. The deputed persons have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/ disclosed/ misused/ misappropriated then bank would take suitable action as deemed fit and selected bidder would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere to Bank's request for removal

of any personnel, if bank notices any negligence/gross misconduct/violation of trade secret/disclosure of bank's data to third party and any decision of the bank in this regard would be final and binding upon the selected bidder.

- viii. Bidders to ensure that the resources deployed for onsite support should possess minimum 1-year relevant area experience for L1, 3-year relevant experience for L2 and 5-year relevant experience for team lead. Bank reserves the right to claim change in resource based on the performance of the resources.

#### 4. Training of Officials

- i. The successful bidder mandatorily shall have to provide training to Bank's 8-10 officials (separate modules for administrative users and business process users) before implementation and after implementation and once in a year, as per the Bank's requirement, as part of the scope of work, at no extra cost, during the entire contract period.
- ii. The successful bidder shall train the identified staff in designing, developing and automating the identified processes through RPA.
- iii. The Bidder is required to indicate all-inclusive cost of the training as part of the Commercial bid that is submitted to the Bank.

#### 5. Security Aspects

- i. The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project). The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct system audit, Vulnerability Assessment and Penetration Testing (VAPT), source code audit by In-house team/third party auditor
- ii. The bidder will be expected to resolve observations of such audits/VAPT within stipulated timeline by Bank and need to take sign off by the bank on resolution of VAPT observations.
- iii. It would be bidder's responsibility to integrate proposed solution with existing Security Information and Event Management (SIEM) to generate alerts. Proposed solution should be able to send logs in an acceptable format to the existing SIEM solution. Bidder would be provided adequate support by bank's existing SIEM system integrator for the purpose of integration

- iv. The successful Bidder will have to ensure continual security of the software / tool provided. Any development activity for incorporating security measures will be a part of the maintenance.
- v. The implementation of the recommendations to improve security in the RPA process will be in the scope of the RPA Solution provider without any extra cost to the Bank.
- vi. At any stage of tender process / implementation, if it is found that bidder has entered wrong details / fake information for getting extra marks or extra benefit in Technical proposal, the Bank reserves the right to forfeit / invoke the EMD / Bank Guarantee submitted by the bidder and terminate the contract.
- vii. If any proposed software becomes End of support/ End of life during the warranty/ AMC/ ATS period, the same will be replaced by the next version of software without any cost to the Bank. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account
- viii. The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard

## 6. Technical Specifications

The Bidder shall supply the RPA solution in compliance with technical specifications required as mentioned in **Annexure B- Technical Evaluation Criteria**.

### 7.30 ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE

The Bidder is required to meet the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

**ELIGIBILITY CRITERIA COMPLIANCE TABLE**

Sr. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
1	The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 / 2013 or The bidder must be a registered firm/ company//LLP/ trust/government owned organization/and shall be in existence for the last five years (as on 31.03.2021). Copy of the certificate of incorporation should be enclosed as documentary proof.		Certificate of Incorporation. Certificate of Registration
2	The Bidder should have a yearly turnover of greater than Rs.25 crores (each year) or above in the past three financial years (2019-20, 2020-21 and 2021-22). This must be the individual Company's turnover and not that of any group of Companies. The bidder should have positive net worth in each of last 3 financial years. (Certified / Audited Balance Sheets and P&L statements for last 3 years should be submitted in support of the turnover and profitability. The Bidder should submit a Certificate from their Chartered Accountants regarding their financial capability.)		Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years and copy of the PAN card issued by the IT department
			<b>FY 2019-2020</b>
			<b>FY 2020-2021</b>
			<b>FY 2021-2022*</b> (* If audit for the year 2021-22 is not completed, then provisional balance sheet for the year 2021-22 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company. )



Sr. No	Eligibility Criteria	Complied	Supporting Required
		(Yes/No)	
3	The bidder should have support Office/Branch in Pune. In case direct support offices of the bidder is not present in Pune then an undertaking to be provided by the bidder stating that direct support would be provided by the Bidder at Pune.		Supporting document
4	The bidder should be OEM / authorized partner for the solution to be implemented (Proof to be submitted). Either OEM or authorized partners of OEM can bid in a tender but not both.		Certificate / letter from OEM./ Manufacturer Authorization Form (MAF)
5	The Bidder shall not have been blacklisted by any government organization/State Govt./PSU/ banks. Self-declaration to that effect shall be submitted along with the technical bid.		Self-Declaration / An undertaking to this effect is to be submitted by the bidder. Undertaking as per format Annexure 20 to be provided along with bid
6	The Bidder should have experience of providing the RPA solution in India to any Scheduled Commercial Bank in CAPEX /OPEX Model in last 5 years in India. The solution should be live as on date of floating of RFP. The bidder should submit a letter issued by the scheduled commercial bank stating the services are found satisfactory.		Successful completion certificates or engagement letter from the Bank.
			The Bidder to submit successful completion letter/certificates along with the legal agreement or engagement letter from the Bank
			Copy of the order and / or Certificate of completion of the work. The bidder should also furnish user acceptance report
7	Adoption Integrity Pact		Submitted Integrity Pact on Rs. 500 Stamp Paper as format prescribed in <b>Annexure 13 - Pre-Contract Integrity Pact.</b>

Sr. No	Eligibility Criteria	Complied	Supporting Required
		(Yes/No)	
8	At the time of bidding , Bidder/OEM should not have any litigation pending against the bank in any court of law.		Self-Declaration / An undertaking on letter head to this effect is to be submitted by the bidder with Technical Bid.
9	The Bidder/Bidder's parent company should not have been declared Non-Performing Asset (NPA) by any BFSI organization as on date of submission of the tender, otherwise the bid will not be considered.		Self-Declaration letter signed by Authorized Signatory to be submitted.

**Note:**

- 1) Documentary evidence must be submitted for each criterion.
- 2) Public Sector / Scheduled commercial banks include RBI and do not include Regional Rural Banks and Cooperative Banks. These Banks refer to Banks in India only.

### 7.31 ANNEXURE E: PAYMENT TERMS

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

The payment will be released as follows:

#### 1. Licensing per process / bot

- 40% of the license cost on UAT sign off of any three (selected by Bank) processes automated using RPA solution provided by the Bidder as mentioned in Annexure 5. The required documents to be provided along with original invoice:
  - A) Project tracker with proposed and actual date of task completion.
  - B) UAT sign off duly stamped and signed by the Bank Official.
- 40% of the license cost after go-live sign off of any three processes (selected by Bank) automated using RPA solution from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & successful bidder's representative.
- 10% of the license cost after Go-Live closure signoff of any three processes (selected) from Bank.
- 10% of the license cost after successful DR drill of any three processes (selected) from Bank.
- Sign Off in the form of Final Acceptance Test should be signed by both Bank identified Project Manager & successful bidder's representative. Operational Issues, if any, will be part of Managed Services and not part of Go-Live Sign Off.

#### 2. Implementation Cost (OTC)

##### **Solution Implementation Cost:**

- 40% of the solution implementation cost on UAT sign off of any three (selected by Bank) processes automated using RPA solution provided by the Bidder as mentioned in Annexure 18. The required documents to be provided along with original invoice:
  - A) Project tracker with proposed and actual date of task completion.
  - B) UAT sign off duly stamped and signed by the Bank Official.

- 40% of the solution implementation cost after go-live sign off of any three processes (selected by Bank) automated using RPA solution from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Bank's identified Project Manager & successful bidder's representative.
- 10% of the license cost after Go-Live closure signoff of any three processes (selected) from Bank.
- 10% of the solution implementation cost after successful DR drill of any three processes (selected) from Bank.

### 3. Process Implementation Cost

Payment for the individual process will be issued as under:

- 20% of process implementation, after UAT sign off from Bank. UAT Sign Off in the form of Acceptance Test should be signed by both, Bank's identified Project Manager & successful bidder's representative
- 40% of the process implementation cost after go- live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both, Bank's identified Project Manager & successful bidder's representative.
- 40% of the process implementation cost after successful running of process for 3 months.

Description of the envisaged scope is enumerated as part of Section 4 of this RFP; however, the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions. The bidder needs to quote as per the Bill of Materials mentioned in Annexure L.

Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

### 3.Payment on Onsite Support:

Payable quarterly at the end of each quarter against receipt of satisfactory support performance report of the resources deputed on site for the support, of previous quarter from the Bank's Project / Operation Manager

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the Bidder. Payment will be released by Bank, as per above payment terms on submission of successful implementation and automation report.



The Bank will pay of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 30 days from the date of receipt of the invoice. After the dispute is resolved. Bank shall make payment within 30 days from the date the dispute stands resolved.

**4.AMC / ATS** – Payable quarterly / yearly in arrears against receipt of satisfactory service performance report of previous quarter from the Bank's Project / Operation Manager. All payments will be released only after submission of the proof for the same along with the invoices, request for payment and other related documents.

5.Training – After successful completion of training and submission of attendance report and feedback form by the participants.



### 7.32 ANNEXURE F: PROJECT TIMELINES

The Robotic Process Automation (RPA) solution must be implemented as per project scope within a period of 12 weeks in totality from the date of placing order by Bank. However, the solution needs to be rolled out in phases.



### 7.33 ANNEXURE G: SERVICE LEVEL REQUIREMENTS

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- The Vendor should have 24X7 monitoring, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite/offsite) for the complete contract period.
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.
- Vendor will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.
- Penalties will be applicable due to downtime of software/application and will not be attributed to the bidder on account of any external dependency due to any problem in OS/Hardware/Network etc.

**Uptime percentage** - 100% less Downtime Percentage

**Downtime percentage** - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

**Total Available Time** – 24hrs per day for seven days a week excluding planned downtime

**Unavailable Time** - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.5% =< A <99%	2% of cost of monthly billable charges

Uptime Percentage	Penalty Details
99% =< A <= 98.5%	5% of cost of monthly billable charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly billable charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The SLA charges will be subject to an overall cap of 10% of the Monthly billable Charges and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Pune in favour of Bank of Maharashtra for the same within 15 days from the notice period from the Bank.

#### Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.5%), as measured on a monthly basis.

Bidder shall determine the severity levels based on the criteria mentioned below:

Severity Level	Number of users impacted	Effective Downtime
Severity 1	Any problem where > 20% of the users of the application are affected	100%
Severity 2	Any problem <= 20% of the users and > 10% of the users of the applications are affected	90%
Severity 3	Any problem where <= 10% of the users of the applications are affected	80%

SLA Penalty Calculation:

E.g. - There is an incident which occurs under the Severity Level 2 for which the downtime is for 5 hours in a month. Therefore the effective downtime for the month would be:

$$5 \text{ hours} \times 90\% = 4.5 \text{ hours}$$

Therefore, the downtime of 4.5 hours would be considered due to this incident while computing the availability of the application.

#### SLA for Onsite Support Facility Management

Bidder will have to guarantee a minimum uptime of 99% per resource (i.e. attendance of each of the resources), calculated on a monthly basis.

Uptime percentage will be calculated as (100% less Person non attendance Percentage) Person non attendance percentage will be calculated as (Unavailable Time divided by Total Available Time), calculated on a monthly basis. Total Available Time is 8 hrs per day per person for a week.

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarter payment. The yearly SLA charges will be subject to an overall cap of 10% of the Yearly Resource cost and thereafter, the contract may be cancelled. In case if there are no pending invoices to be paid by the Bank to the bidder, the



bidder has to submit a pay order / cheque payable at Pune in favour of Bank of Maharashtra for the same within 15 days from the notice period from the Bank.

### Availability Service Level Default for Facility Management

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the Service Provider fails to meet Minimum uptime (99%), as measured on a monthly basis.

In case any resource is not available continuously for more than 4 hours a day (Under normal circumstances) Or 1 day in case of unplanned / emergency leave of any resource then the Bidder should immediately provide the Bank with an equivalent standby resource for that resource.

If Bidder fails to meet the uptime guarantee in any month then the Bidder will have to pay the following compensation adjusted with every subsequent quarter payment:

$(\text{Minimum Uptime Percentage} - \text{Uptime Percentage}) \times \text{Current Years Monthly Contract value}$

### Support Tickets:

Users will register tickets for any issues and defined actions during operations phase of the project. Facility Management resource should resolve the applicable tickets or incidents within stipulated timeline. Delay in resolution may attract penalties.

The Support tickets will be divided in to three level.:

- Critical: The failure or disruption has an immediate impact on the Bank's ability to service its Inspectors/auditors and branch users, inability to perform critical back-office functions or a direct impact on the Inspection work.
- Major: The failure or disruption has an impact on the banks ability to service its Inspectors/auditors and branch users, that while not immediate, can cause service to degrade if not resolved within reasonable time (6 Hours) frames
- Minor: The failure or disruption has no direct impact on the Bank's ability to service its Inspectors/auditors and branch users, or perform critical back-office functions.

Sr No	Measurement	Minimum Service Level	Expected Service Level	Per day penalty for delayed tickets below minimum service levels
1	Critical calls to be resolved within 2 hours from call received / logged whichever is earlier	98%	99%	Per day per ticket 300 Rs
2	Major calls to be resolved within 6 hours from call received / logged whichever is earlier	98%	99%	Per day per ticket 200 Rs
3	Minor calls to be resolved within 24 hours from call received / logged whichever is earlier	98%	99%	Per day per ticket 100 Rs

### 7.34 ANNEXURE H: COMPLIANCE TO FUNCTIONAL SPECIFICATIONS

Sr. No.	Description	Complied (Yes/No)	Remarks
1	Preferably be on .Net or Java platform		
2	Should be capable of automating any application & supports any platform (Windows, AIX, Solaris, Java, Website, etc) presented in any way (terminal emulator, client, web browser).		
3	Shall support automation with Windows Apps, Java Apps, Web Apps, Core Banking Solution (7.x, 10.x), Enterprise-wide Data Warehouse, Base24 Switch, Microsoft ADS, Customer XP FRM solution, MS Office applications (doc, docx, xls, xlsx, ppt, pptx, open format), PDF, MS Outlook/Outlook Web, Databases like Oracle / SQL Server / MySQL etc.		
4	Should support multi-environment deployment (development, testing/staging, production)		
5	Should support both fully- automated (including auto sign-on feature) & human assisted automation.		
6	Should support centralized release Management - which supports rollback.		
7	Should have Process change distribution model - process development should be such that it can be re-used for new projects.		
8	Automation to be done in a non-invasive way & it should be code free.		
9	Flowchart designing tool to be included.		
10	Workflow creation tool to be part of RPA tool.		
11	The solution is expected to emulate human behavior (logging in, working on application, data entry, data uploading, data processing, report generation, report formatting, report/output data downloading, logging off)		
12	The solution should be capable of integrating multiple applications in both simultaneous & sequential flow (i.e. Multi-tasking where one or more automations can occur simultaneously with the user performing other tasks. Solution must be able to allow the user to work in one application simultaneously with automations running against the same and other applications). For example, Sequential flow - output from App a1 - input to App a2 - output of App a2- input to App a3 Simultaneous flow - output from App a1 & output from App a2 - input to App a3.		
13	Screen Scraping/ Screen emulator - how it reads data from screen (pixel basis or tagging) - effort required to re-configure a process if an underlying screen overlay changes. Shall be capable of supporting OCR / QR code.		
14	Facility to record each and every step and replay the same.		
15	Ability to Track dependencies		
	Capability of localization on formats like Date, Time,		

Sr. No.	Description	Complied (Yes/No)	Remarks
16	decimals, currency, number, parameter separators, symbols etc.		
17	Ability to reuse components and also handle maintenance of components.		
18	There should be features for User Management, Password management; password masking and the complexities for the same should be configurable.		
19	There should be mechanisms to connect to various applications using proper user id and passwords for those applications. There should be audit trails in respect of the same.		
20	It should be able to measure the outcome of Automation like processing time, percentage of automation etc.		
21	It should be easy to develop, test and deploy.		
22	User acceptance testing / DR script testing (human assisted) - automation to be supported & configurable.		
23	Should depict screen coordinates across all resolutions (800*600 to 4K resolutions) - to auto-generate reports.		
24	Surface Automation - capable to image in image recognition / optimized image recognition - to prevent wrong click.		
25	Drag-and-drop based development interface is preferred.		
26	Development Interface must have integrated source control, debugging, without requiring coding in C#/VB.net/ Java /Python or any language. It should also have built-in components for step-wise debugging & unit testing.		
27	Codeless Application Integration requiring no changes to applications or access to source code.		
28	Should support Multi-threaded automation engine including scenarios when user is actively interacting with other apps.		
29	Shall support Non-positional, deterministic object matching and should allow flexible, configurable match rules.		
30	Source Control Support and solution version control.		
31	Management Console to manage and monitor Users, Robots, Processes with activity monitoring.		
32	Shall support Dynamic Group and Role-based rules.		
33	Proposed RPA solution should support MS Active Directory Services/ LDAP Integration.		



Sr. No.	Description	Complied (Yes/No)	Remarks
34	Only single client installation is required irrespective of no. of processes being run through that endpoint (both fully automated or assisted automation).		
35	Automation and Monitoring rules should be role configurable and managed from a single management console.		
36	Hide and show applications dynamically as necessary.		
37	Solution should support exception handling i.e. be able to detect that expected objects are missing and take the appropriate action and continue running otherwise.		
38	Support web and other applications that can be scrolled and re-sized, or zoom and font sizes can change dynamically.		
39	Support multiple monitor resolutions and any font style or size with a single solution Automations should work even if the application is minimized or if it is moved behind another application or moved off of the screen visibly.		
40	Ability to automate applications, screens and fields that are hidden and/or are not in focus or visible.		
41	Ability to hide and/or mask individual data fields as per PCI standards.		
42	Ability to prevent data fields from being edited or changed (i.e. disable or make read-only) Ability to read the contents of drop-down boxes and scrollable text fields where not all of the data is displayed.		
43	Ability to detect radio button and checkbox selections and state changes as well as the current state.		
44	Ability to read and manipulate tabular/grid data (i.e. Excel spreadsheets, data grids, web tables), determine number of rows and iterate through the data, providing the ability to both read and update the data cells, accessing both visible and non-visible portions of the grid without having to scroll or block the user from performing other tasks simultaneously.		
45	Product should be event-driven / time-driven (including clicking buttons, invoking menu & selection, cursor & mouse selection, use minimal CPU [no impact on performance]).		
46	Product should be able to monitor and log any and all user events with every object on every screen and should be able to pick up new objects dynamically without having to change the solution. For example, if you've chosen to log all copy/paste attempts against all text fields, the solution should		



Sr. No.	Description	Complied (Yes/No)	Remarks
	be able to identify any text field in any web site navigated to and log the copy/paste event along with the name of the field and [optionally] the value of the field.		
47	Solution shall be hosted at Bank's DC & DR site.		
48	Information Confidentiality Management: The proposed solution must ensure that person- related Information as well as business critical information must be kept confidential. This implies secure communications, information quality audits, information security, encryption and other security measures.		
49	Scheduling / Management of virtual Workforce (including multi-robot solution) can be centralized through central management console.		
50	Authentication and authorization management: The proposed solution must support enterprise- wide Authentication Management, Authorization Management and single sign on.		
51	Monitoring, Reporting and Alerting: The proposed solution must aim for a centralized monitoring, reporting and alerting solution for business critical communication paths, especially for inter-domain communication. Monitoring, reporting and alerting help to reduce the operation and maintenance costs.		
52	Reporting and analytics capabilities are mandatory and the exact reporting would be based on the particular business process.		
53	Sustainable & future proven: Proposed solutions shall be sustainable & future proven. The bidder shall provide a roadmap for the next 3-5 years showing upcoming releases and further innovative features. Proposed solution including client system shall be supported & be available for the next 3-5 years within the upcoming releases.		
54	Accessibility: The RPA-solution must be accessible via desktop PC / Laptop PC / Thin-Client / VDI / app virtualization.		
55	Security: The system must provide high security to ensure that only authenticated and authorized users may use functions they have been authorized for. The solution must fulfill all the security guidelines and mandatory federal data protection guidelines & laws for operating with sensible person related customer data.		
56	Supported Hardware & Software: Please describe the supported hardware and software (OS, application server, database, etc.) (As per Annexure: W).		



Sr. No.	Description	Complied (Yes/No)	Remarks
57	Intercept events before applications do, with the ability to cancel. For example, intercept the submit button on a screen (or disable the submit button), perform data checks and effectively roll back or cancel the submit if the user had data entry errors. Data checks should include cross-data field dependencies and complex business rules, including web services and database lookups for verification.		
58	Solution must be deterministic and should be guaranteed not to input data into the wrong field. In other words, any work that a user is doing in parallel should not cause the automation or script to break.		
59	Solution should not break if changes are made to an application such that fields/objects change position, size, font, visibility, etc.		
60	Ability to change or move data (i.e. copy/paste) in applications without “pumping keystrokes” into the application or changing focus of where the current user is working. Solution should not work by saving current focus or cursor location, blocking user input while running the automation, then returning focus and mouse to the saved location.		
61	Ability to detect and log changes to any and all fields of an application without physically defining each field and each position or location of field, and without polling. Solution should detect and react distinctly to attributes like “TextChanged”, “GotFocus”, “LostFocus”, “Copy”, “Cut”, “Paste”, “Click”, “Double- Click”, “Right-Click”, “Created”, “Destroyed”, “PropertyChange” and other events.		
62	Product should be able to configure event logging and filters by object type (i.e. Button, Textbox, Form, CheckBox, etc.) and the logging should be automatic without having to define each field. However, overrides should be able to be applied to each field if required. For example, you should be able to configure the ability to log any data changes to any text field, except don’t log the values associated with changes to the “Credit Card Number” or other sensitive/PII data fields.		
63	The product should be able to collect the suggestion from various geography/business verticals & help identifying the best suited process for automation.		
64	The product should be able to help in doing automated documentation of the current process.		
65	The product should be able to allow speed of development & deployment through drag and drop capabilities and also empowers to take data driven and scientific approach for automation.		

Sr. No.	Description	Complied (Yes/No)	Remarks
66	The product should have the document understanding capability combining RPA and AI and would it be capable of working with structure and unstructured document like tables, handwriting, signatures and check boxes etc.		
67	The product should support Governance Management.		
68	The solution should be integrated with different application through UI automation & APIs to develop both unidirectional and bidirectional automation across platform as a single unified layer.		
69	The technology Should run 24x7 for Governance & monitoring across platform.		
70	The solution should have the capability to track, measure and report on robots, process, queues, licencing and ROI. Empowers organisational-wide decision making with sharable dashboard and forecasting.		
71	The product should have report, analytics and testing suite which could manage the Test Development Life Cycle & regression testing.		
72	The solution should have prebuild models that could incorporate AI and machine learning models into automation.		
73	The Solution Should have one simplified solution to all Data management and storage for automation.		
74	The Solution should have the independence to decide attended or unattended automation and the automation should run desktop and VMs and should able to manage and monitor centrally and capture the audits.		
75	The solution should have 4 eye or 6 eye principle and capability that human can intervene & provide direction to the automated workflow.		
76	The solution should have the ability to bring human in the loop allows to deploy, manage, monitor and optimize entire lifecycle from one central location.		
77	The solution should be capable to collaborate with software bots or create their own automation using No code or Low Code framework.		
78	Technology should have automation management, reliability, governance and security, Runtime, Governance, access control, PII masking, Auto updating & auto healing, allowing organization to define, deploy, feeds management & logging.		

Note:

A – Available

N – Facility Not Available

C – Customizable, free of cost, in the current version itself.

Signature of the Authorised Signatory with  
date & seal(Full name and Designation of  
Authorized Signatory) Company Name and  
address