# Bank of Maharashtra
## (One Family… One Bank… Mahabank)

# Request for Proposal
# For
# Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)

## TENDER REFERENCE # RFP – 01/2022-23

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 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)
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

01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)

बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
एक परिवार एक बैंक

## 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 & 1800+ 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.

Bank would like to implement Integrated Audit Management Solution covering following Audits:

1. RBIA (Risk Based Internal Audit) of General Branches, Specialized Branches, Central Processing Cells like Retail, Agriculture, MSME, etc. (with provision of special reports)
2. Special Reports
3. Surprise Inspection
4. Special Inspection / Audit
5. Snap Audit
6. Short Verification Audit
7. Income and Expenditure Audit of branches
8. Expenditure Audit of Zonal Offices
9. Management Audit of Zonal Office, HO Departments and Subsidiaries (e.g. MGB, METCO)
10. Concurrent Audit
11. Information System Audit of Branches, In-house developed applications, outsourced IT services, ISO Compliances, etc.
12. Currency Chest Audit – Bimonthly Cash Verifications
13. Cash and security verification Inspection
14. Forensic Audit
15. Zonal Level Review Committee (ZLRC)
16. Staff Accountability Examination
17. Offsite Monitoring Unit (OMU)
18. Attendance Report for Inspecting Officers
19. Any other audits/inspections conducted by bank

To undertake above implementation Bank would like to appoint system integrator, Bank invites Request for Proposal from reputed institutions / professional firms / companies to assist the bank in providing services detailed more in the scope section of 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 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS) 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 Reference number | **01/2022-23** |
|---|---|
| Price of Tender Copy | Rs. 17,700/- * Inclusive of GST |
| Date of commencement of sale of tender document | 04.04.2022 |
| Queries to be mailed by | 12.04.2022 upto 17:00 hours |
| Queries to be mailed to | dgmitd@mahabank.co.in<br>agminsp@mahabank.co.in<br>cmitd@mahabank.co.in<br>keshav.metkar@mahabank.co.in<br>siva.devera@mahabank.co.in<br>Nishant.rai@mahabnk.co.in<br>Vipul.kotkar@mahabank.co.in |
| Pre-Bid meeting with Bidders | 18.04.2022 at 15:00 hours<br>(Online Mode – Meeting details will be shared with bidders who have submitted NDA and Purchased the RFP) |
| Last Date and Time for receipts of tender offers | 29.04.2022 up to 14:00 hours |
| Time and Date of Opening of technical bids | 29.04.2022 up to 15:00 hours |
| Place of Opening tender offers | Bank of Maharashtra<br>IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005 |
| Address of Communication | Deputy General Manger IT<br>Bank of Maharashtra<br>IT Dept, Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005 |
| Earnest Money Deposit | Rs. 5 Lakh |
| Contact Telephone Numbers | Phone:  020 – 25614527 , 020 -  25614325 |
| Website | https://www.bankofmaharashtra.in/tenders |

- **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:      MAHB0001150
Branch name:         Pune Main Branch
Branch Code:         1150
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 (through online mode in case of online bid submission) 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. Information brochures should be distinctly separated from the other documents by way of separator sheets and submitted in an orderly and neatly bound manner.

**Important: The eligibility credentials, financial reports & 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 two officers have been authorized to accept the tender documents

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

**Shri Nishant Rai, Manager- Head office Pune**
**email ID: nishant.rai@mahabank.co.in ,Phone : 020-25614423**

**Shri Siva Devera, Manager- Head office Pune**
**email ID: Siva.Devera@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
Information Technology Dept., 3rd Floor
Bank of Maharashtra
Head Office, "Lokmangal"
1501, Shivaji Nagar, Pune – 411005.

**Emails**:
dgmitd@mahabank.co.in
agmitd@mahabank.co.in
Keshav.metkar @mahabank.co.in
nishant.rai@mahabank.co.in
siva.devera@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: -

$$S = \left( 0.3X \ \frac{C\ Minimum}{C\ Quoted} \right) + \left( 0.7X \ \frac{T\ Obtained}{T\ Highest} \right)$$

**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

Technical Scores of bidders will be sealed in presence of bidders and will be opened after Reverse Auction. Bidder must be present while sealing the technical scores otherwise Bank will not entertain any claims or queries of bidder post reverse auction.

## 3.10. Technical Evaluation Criteria

Please refer Annexure B for detailed Technical Evaluation Criteria

## 3.11. Online mode of bid submission:

Bank may opt for technical bid submission though 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. Project plan and Execution schedule.
6. Approach and Methodology for the proposed scope of work along with illustrative deliverables
7. 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**

8. Details of inputs, infrastructure requirements required by the bidder to execute this assignment.
9. Details of the bidder's proposed methodology/approach for providing services to the Bank with specific reference to the scope of work.
10. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
11. Bid Security/EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
12. **Annexure 10** : Compliance Agreement
13. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
14. All documentary evidence wherever required to be submitted be properly arranged.
15. Copy of the Commercial Bid duly masking the price column.
16. Proposed team profile **Annexure 11**
17. 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 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)  will be for 5 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

## 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

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:

| **Shri. Arun Jha**<br>Email – arunjha01@gmail.com | **Shri. Umesh Vasant Dhatrak**<br>Email -uvdhatrak@gmail.com |
|---|---|

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

Guidelines issued as per PPP-MII (Public Procurement (Preference to Make in India), 16th 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 amount highlighted in 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**.

**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

The objective of the bank is to implement a solution for conducting Risk Based Internal Audit and other various audits according to the latest guidelines issued by various regulators and Bank policies & guidelines. The RBIA & all other Audits, should have the following key attributes:

a.  Provide basis for risk scoring of the auditee units based on evaluation of their risk profiles, risk management and control procedures and results of any substantive audit tests / procedures performed by the auditor.

b.  To enable the internal audit to serve as an independent, objective assurance and consulting activity.

Please refer **Annexure C** for Detailed Scope of Work.

### 4.2.  Solution Integration with SIEM

If Bidder is offering any solution, It would be bidder's responsibility to integrate proposed solution with existing SIEM to generate alerts for any violations IT Security related violation. Bidders is expected to support bank to send logs from the proposed configuration 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.

## 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.

### 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.

## 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. Supplier BCP

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

## 6.12. Assignment

This 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.

## 6.13. 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.

## 6.14. 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 Company 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 company against its services. Company 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

## 6.15. Cancellation of Contract and Compensation

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

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- 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.

### 6.16. 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 Video Conferencing 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.

## 6.17. 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.

## 6.18. 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.

## 6.19. 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.

## 6.20. 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.

### 6.21. 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.

### 6.22. 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

## 6.23. 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

## 6.24. Liquidated Damages

Penalty for delay in the Service(s) rendered for each week of delay beyond the scheduled date or part thereof will be a sum equivalent to 0.25% of the cost of the deliverables for the respective implementation phase for delay of one week or part thereof each time, subject to maximum of 10 % (Ten percent) of the total consideration. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost/TCO during implementation, Bank may consider termination of the contract or purchase order. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the bidder.

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 (post go live) for each week of delay beyond the agreed date for delivery of CR 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 company. 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.

### 6.25. 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.

## 6.26. 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."

## 6.27. 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

### 6.28. 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.**

### 6.29. 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**.

## 6.30. 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.

## 6.31. 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 subject to confidentiality for the term of contract plus two years

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 the expiry or termination plus two years of the agreement between the bidder and the Bank.

## 6.32. Severability

I.  If any of the provisions of this RFP may be constructed in more than on 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 nay law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

## 6.33. 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.

## 6.34. 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.

## 6.35. 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.

## 6.36. 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.

## 6.37. 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.

## 6.38. 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.

## 6.39. 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).

## 6.40. 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.

## 6.41. 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

## 6.42. 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

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

A ) Queries Related to 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)

| RFP : XX2021 | | 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS) | | | |
|---|---|---|---|---|---|
| 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 | 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS) | |
|---|---|---|
| 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 vaule 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 https://eauction.auctiontiger.net/EPROC/ (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: <br><br> Name: Ravi Sheladiya <br> Direct: 079 6813 6856 \| <br> Mobile: 908 100 0428 <br> Email: Ravi.S@Auctiontiger.net |

**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____ 2021      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  01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS). M/s      after going through the Bid Documents and being interested to act as consultant as per 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS), 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 for a period of contract plus 2 years from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive for 2 years after the 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 the expiration, cancellation or termination of this Contract.

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

| Disclosing Party | Receiving Party |
|---|---|
| Representative name: | Representative name: |
| Address: | Address: |
| Email: | Email: |
| Phone number: | Phone number: |

The provisions hereunder shall survive termination of the Contract.

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

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

## 7.7. ANNEXURE 7 : TENDER OFFER COVER LETTER

Date: _____2022

Tender Reference No.: 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)

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.

We have separately quoted for the comprehensive on-site annual maintenance charges in the Commercial bid. The charges as such are expressed in terms of percentage to total hardware cost.

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 EXPIRIENCES 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 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)
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 | 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. | RBIA (Risk Based Internal Audit) of General Branches, Specialized Branches, Central Processing Cells like Retail, Agriculture, MSME, etc. (with provision of special reports) | | | | | |
| 2. | Special Reports | | | | | |
| 3. | Surprise Inspection | | | | | |
| 4. | Special Inspection / Audit | | | | | |
| 5. | Snap Audit | | | | | |
| 6. | Short Verification Audit | | | | | |
| 7. | Income and Expenditure Audit of branches | | | | | |
| 8. | Expenditure Audit of ZOs | | | | | |
| 9. | Management Audit of ZO, HO Departments and Subsidiaries (e.g. MGB, METCO) | | | | | |
| 10. | Concurrent Audit | | | | | |

| 11. | Information System Audit of Branches, In-house developed applications, outsourced IT services, ISO Compliances, etc. | | | | | |
|---|---|---|---|---|---|---|
| 12. | Currency Chest Audit – Bimonthly Cash Verifications | | | | | |
| 13. | Cash and security verification Inspection | | | | | |
| 14. | Forensic Audit | | | | | |
| 15. | Zonal Level Review Committee (ZLRC) | | | | | |
| 16. | Staff Accountability Examination | | | | | |
| 17. | Offsite Monitoring Unit (OMU) | | | | | |
| 18. | Attendance Report for Inspecting Officers | | | | | |
| 19. | Any other audits/inspections conducted by bank | | | | | |

(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 : 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)

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 INTEGIRITY PACT

**General:**

*"This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2020, 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 herby agree to enter into this Integrity Pact and agree as follows:*

***Commitments of the BUYER:***

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

*1.2. The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such*

*information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERs.*

*1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.*

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

### COMMITMENTS of BIDDERs

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

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

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

*3.3. BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.*

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

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

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

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

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

*3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.*

*3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.*

*3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.*

*3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.*

*The term 'relative; for this purpose would be as defined in 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 furnishe d 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 herby sign this Integrity Pact at _____ on _____*

*BUYER*                                                    *BIDDER*
*Name of the Officer*                          *Chief Executive Officer*
*Designation*                                        *(Office Seal)*

*IT Department*
*Bank of Maharashtra*

*(Office Seal)*

*Place _____*

*Date _____*


*Witness:*                                                   *Witness:*
*1 _____*                     *1 _____*

*(Name & Address): _____*                *(Name & Address): _____*

*2_____*                        *2_____*

*(Name & Address):_____*                  *Name & Address):_____"*

### 7.14. ANNEXURE 14 :  PERFORMANCE BANK GUARANTEE
### (ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

To,
Bank of Maharashtra,
I.T. Department, Head Office,
1501, Lokmangal,
Shivajinagar,
Pune - 411 005

Bank Guarantee No.         : _____
Amount of Guarantee       : Rs. _____/-
Guarantee Valid up to       :
Last date of lodgment of claim:

This deed of guarantee is executed on this _____Day of _____20__ by {Name of the Bank issuing guarantee} a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) (hereinafter referred to as the '**Guarantor Bank**', which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns) in favour of **Bank of Maharashtra**, a New Bank constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, and having its Head Office at Lokmangal, 1501, Shivajinagar, Pune-411005 (hereinafter referred to as **"Beneficiary Bank"**, which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns), for an amount not exceeding Rs. _____/- (Rs. _____ only) at the request of M/s _____(with address).

Whereas engagement letter no. _____PO/LOI_____ dated _____20__ (hereinafter called the **"Contract"**) for Rs._____/- (Rs. _____only) placed by the Beneficiary Bank on M/s _____, having its Head Office at _____and a branch office at _____ hereinafter referred to as **'Contractor'**) stands accepted by the contractor, and in terms of the said contract the contractor have to ____(Name of the Project)_____ as per the engagement letter referred hereinabove.

And whereas to ensure due performance to the satisfaction of the beneficiary Bank, of the services provided under the said contract and in terms thereof by the contractor as aforesaid, the Guarantor Bank at the request of the contractor has agreed to give guarantee as hereinafter provided.
**NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:-**
In consideration of Bank of Maharashtra, the beneficiary bank, having issued engagement letter No. _____PO/LOI_____ dated _____20__ for Rs._____/- (Rs. _____only) on M/s _____, having its Head Office at _____for

_____(Name of the Project)_____ as per the engagement letter referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:

a) To indemnify and keep indemnified the beneficiary bank for the losses and damages that may be caused to or suffered by the beneficiary bank in the event of non-performance of whatever nature on the part of the contractor in discharging their contractual obligations under the said contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. _____/- (Rs. _____ only) without demur and without Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary Bank shall be conclusive and binging on the guarantor Bank as to the amount specified under these presents.

b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary bank or up to _____ months_____, which is earlier.

c) This guarantee shall not in any way be affected by the change in the constitution of the contractor or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary bank or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary bank.

d) To pay to the beneficiary Bank any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

e) We, _____ (indicate the name of Guarantor Bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary Bank in writing, and the guarantee shall remain in full force and continuing till all dues claimed are paid

Notwithstanding anything contained herein:

a) The Bank's Liability ………………….not exceed Rs._____ _____. (Rupees _____).

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

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

d) ***The Bank issuing such guarantee will not be liable under such guarantee to the beneficiary after the expiry of the claim period of one year, regardless of period of limitation under the Limitation Act, 1963.***

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 ……….

Place:
SEAL
Code No.
SIGNATURE

### 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: 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS) dated DD/MM/YYYY

We _____ (Company Name) had participated in the Request for Proposal (RFP) 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)  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 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.

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: 01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)

[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 A : COMMERCIAL BID FORMAT
**The bidder is required to update the commercials in the following format:**

**Table1**

| SN | Requirement | One Time Charges (Rs.) | Recurring Cost in Rs. | | | | | Total (Rs) |
|---|---|---|---|---|---|---|---|---|
| | | | Year1 | Year2 | Year3 | Year4 | Year5 | |
| 1 | * Enterprise License Cost for all the modules mentioned in SOW | | | | | | | |
| 2 | Installation, Configuration, Implementation, Customization of IACS modules **#** | | | | | | | |
| 3 | Onsite Support Charges for Two Resources after go-live | **NA** | | | | | | |
| 4 | **Other reporting/environmental tools or software | | | | | | | |
| 5 | Development / customization requiring 250 man-days year on year | **NA** | | | | | | |
| 6 | Total Cost | | | | | | | |
| | TCO in Words | | | | | | | |

**\* 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**

**\*\* components which will not be provided by Bank but required by bidders solution for implementation.**

**# Implementation cost will include implementing of the new solution as well as migration from the existing solution.**

## Table 2

## Breakup of Sr No 1 of Table 1 : Enterprise License Cost for all the modules mentioned in RFP

| SN | Requirement | One Time Charges (Rs.) | Recurring Cost in Rs. | | | | | Total (Rs) |
|---|---|---|---|---|---|---|---|---|
| | | | Year1 | Year2 | Year3 | Year4 | Year5 | |
| 1 | RBIA (Risk Based Internal Audit) of General Branches, Specialized Branches, Central Processing Cells like Retail, Agriculture, MSME, etc. (with provision of special reports) | | | | | | | |
| 2 | Special Reports | | | | | | | |
| 3 | Surprise Inspection | | | | | | | |
| 4 | Special Inspection / Audit | | | | | | | |
| 5 | Snap Audit | | | | | | | |
| 6 | Short Verification Audit | | | | | | | |
| 7 | Income and Expenditure audit of branches | | | | | | | |
| 8 | Expenditure Audit of ZOs | | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 9 | Management Audit of ZO, HO Departments and Subsidiaries (e.g. MGB, METCO) | | | | | | | |
| 10 | Concurrent Audit | | | | | | | |
| 11 | Information System Audit of Branches, In-house developed applications, outsourced IT services, ISO Compliances, etc. | | | | | | | |
| 12 | Currency Chest Audit – Bimonthly Cash Verifications | | | | | | | |
| 13 | Cash and security verification Inspection | | | | | | | |
| 14 | Forensic Audit | | | | | | | |
| 15 | Zonal Level Review Committee (ZLRC) | | | | | | | |
| 16 | Staff Accountability Examination | | | | | | | |
| 17 | Offsite Monitoring Unit (OMU) | | | | | | | |

| 18 | Attendance Report for Inspecting Officers | | | | | | | | |
|----|-------------------------------------------|---|---|---|---|---|---|---|---|
| 19 | Any other audits / inspections conducted by bank | | | | | | | | |
| | **Total Cost** | | | | | | | | |

## Table 3

**Breakup of Sr No 2 of Table 1 : Installation, Configuration, Implementation, Customization of IAMS modules**

| SN | Requirement | One Time Charges (Rs.) | Recurring Cost in Rs. | | | | | Total (Rs) |
|----|-------------|------------------------|------|------|------|------|------|------------|
| | | | Year1 | Year2 | Year3 | Year4 | Year5 | |
| 1 | RBIA (Risk Based Internal Audit) of General Branches, Specialized Branches, Central Processing Cells like Retail, Agriculture, MSME, etc. (with provision of special reports) | | NA | NA | NA | NA | NA | |
| 2 | Special Reports | | NA | NA | NA | NA | NA | |
| 3 | Surprise Inspection | | NA | NA | NA | NA | NA | |
| 4 | Special Inspection / Audit | | NA | NA | NA | NA | NA | |
| 5 | Snap Audit | | NA | NA | NA | NA | NA | |
| 6 | Short Verification Audit | | NA | NA | NA | NA | NA | |
| 7 | Income and Expenditure audit of branches | | NA | NA | NA | NA | NA | |
| 8 | Expenditure Audit of ZOs | | NA | NA | NA | NA | NA | |
| 9 | Management Audit of ZO, HO Departments and Subsidiaries (e.g. MGB, METCO) | | NA | NA | NA | NA | NA | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 10 | Concurrent Audit | | NA | NA | NA | NA | NA |
| 11 | Information System Audit of Branches, In-house developed applications, outsourced IT services, ISO Compliances, etc. | | NA | NA | NA | NA | NA |
| 12 | Currency Chest Audit – Bimonthly Cash Verifications | | NA | NA | NA | NA | NA |
| 13 | Cash and security verification Inspection | | NA | NA | NA | NA | NA |
| 14 | Forensic Audit | | NA | NA | NA | NA | NA |
| 15 | Zonal Level Review Committee (ZLRC) | | NA | NA | NA | NA | NA |
| 16 | Staff Accountability Examination | | NA | NA | NA | NA | NA |
| 17 | Offsite Monitoring Unit (OMU) | | | | | | |
| 18 | Attendance Report for Inspecting Officers | | | | | | |
| 19 | Any other audits / inspections conducted by bank | | NA | NA | NA | NA | NA |
| | **Total Cost** | | NA | NA | NA | NA | NA |

## Table 4

**Breakup of Sr No 3 of Table 1 : Onsite Support Charges for Two Resources after go-live**

| SN | Requirement | Quantity | Recurring Cost in Rs. | | | | | Total |
|---|---|---|---|---|---|---|---|---|
| | | | Year1 | Year2 | Year3 | Year4 | Year5 | (Rs) |
| 1 | Resource Level | | | | | | | |
| | Total Cost | | | | | | | |

**bidder may add row as per requirement)**

## Table 5

**Breakup of Sr No 4 of Table 1 : Other reporting/environmental tools or software**

| SN | Requirement | One Time Charges (Rs.) | Recurring Cost in Rs. | | | | | Total |
|---|---|---|---|---|---|---|---|---|
| | | | Year1 | Year2 | Year3 | Year4 | Year5 | (Rs) |
| 1 | Items details | | | | | | | |
| | Total Cost | | | | | | | |

**(bidder may add row as per requirement)**

**Terms & Conditions:**

1. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM Bank reserves the right to implement or drop any of the above listed items without assigning any reason.
2. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM
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 will be conducted.
9. All prices to be valid for a period of 2 years from the date of contract execution / signing.
10. The Bank reserves the right to renew the contract post completion contract period and the commercials for the same will 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. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.
16. **Fee is payable only on actual availing of services and no minimum or fixed fees are payable.**
17. Bidder is expected to provide detail bill of material along with the commercial proposal for the proposed hardware and appliances.

Place:
Date:                                                    Seal & Signature of the Bidder

**Note:**

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

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

01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)

बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
भारत सरकार का उद्यम
एक परिवार एक बैंक

## 7.20. ANNEXURE B : TECHNICAL EVALUATION CRITERIA

Technical criteria are classified under 3 heads - Expertise & Experience, Compliance to Functional Specifications and Presentation. The table below highlights the parameters under the technical criteria and scoring methodology.

| SN | Criteria | Max Score | Minimum Score Required |
|---|---|---|---|
| 1 | Expertise & Experience | 50 | 53 |
| 2 | Presentation | 25 | |
| 3 | Compliance Functional Specifications | 220 | 154 |
| | **Total** | **295** | **207** |

| Criteria | Evaluation Parameters | Max Marks | Scoring Methodology |
|---|---|---|---|
| 1 Expertise & Experience | | | |
| 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<br>5 Marks – with implementation of IACS software in 1 Private Sector Bank<br>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<br>10 Marks if 5-8 Modules are implemented<br>15 Marks if 9-12 modules are implemented<br>20 Marks if more than 12 modules are implemented |
| | **Sub-Total** | **50** | |
| 2 compliance to Functional Specification | | | |
| 2.1 | Compliance to functional specifications as per Annexure H | 230 | 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<br>The bidder is required to provide Mandatory requirements and meet minimum score requirement<br>Scoring methodology per functional parameters would be as under: |

| Criteria | Evaluation Parameters | Max Marks | Scoring Methodology | | |
|---|---|---|---|---|---|
| | | | 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) |
| | | | Not supported / Unavailable | UA | This capability is neither supported nor available with this Solution. (0 / No Mark shall |
| | **Subtotal** | **230** | | | |
| | 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) | | |

| Criteria | Evaluation Parameters | Max Marks | Scoring Methodology |
|---|---|---|---|
| | | | Approach and Resource Commitment (Employee profiles of all key personnel as part of this project) |
| | **Sub-Total** | **25** | |
| | **Total Marks** | **320** | |

**Note :**

1. 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

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 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

### 7.21. ANNEXURE C : SCOPE OF WORK

**Scope of Work**

a. The Bank has approximately 2000+ Branches, 40 Zonal Offices (ZOs), Head Office (HO) Verticals and other offices and 11 Inspectorates. The offered software solution shall be able to accommodate all audit units with further scalability to accommodate more number of branches /offices in future.

b. The Bank proposes for end to end implementation including Supply, Installation, Customization, Commissioning and Maintenance with onsite support of end-to-end web based Audit Automation software solution.

c. The minimum specified scope of work to be undertaken by the selected bidder is mentioned below:

**List/module of Audits/Inspections to be covered:**
1. RBIA (Risk Based Internal Audit) of General Branches, Specialized Branches, Central Processing Cells like Retail, Agriculture, MSME, etc. (with provision of special reports)
2. Special Reports
3. Surprise Inspection
4. Special Inspection / Audit
5. Snap Audit
6. Short Verification Audit
7. Income and Expenditure Audit of branches
8. Expenditure Audit of Zonal Offices
9. Management Audit of Zonal Office, HO Departments and Subsidiaries (e.g. MGB, METCO)
10. Concurrent Audit
11. Information System Audit of Branches, In-house developed applications, outsourced IT services, ISO Compliances, etc.
12. Currency Chest Audit – Bimonthly Cash Verifications
13. Cash and security verification Inspection
14. Forensic Audit
15. Zonal Level Review Committee (ZLRC)
16. Staff Accountability Examination
17. Offsite Monitoring Unit (OMU)
18. Attendance Report for Inspecting Officers
19. Any other audits/inspections conducted by bank

d. The solution should have provision to Bank's team for:

1. Uploading the Bank's updated guidelines/circulars/manuals formats / checklists from where the user can refer for easy and ready reference / Facility to mark them to various types of audits.
2. Introduction of various checklists / generation of reports to scrutinize, analyze, make observation and report to top management. Periodic

updation in various checklist as per requirement with respect to risk perception, introduction of new products & inputs from field and HO verticals.

3. Monitoring of critical and pending issues, generation of various MIS reports and analysis thereof.

4. Risk Module (Matrix) periodic updating based on risk perception & periodicity.

5. The system should be configurable and parameter based to accommodate future requirement of incorporating any other type of Audit requirements. E.g. Admin should be able to add / modify / delete the inspection checklist parameters. Or any other parameters required to be change as per part of audit SOPs of the Bank

6. Should be able to list and display audit observations for all the audit modules for particular customer account

7. An auditor should be able to give comment for an account in all types of Audits

8. An auditor should be able audit more than one branch simultaneously

9. More than one Auditor (i.e multiple auditors) can be allotted/ assigned to a single branch.
   The above requirements are mandatory

e. Facility to modify administrative structure for re-organization of zones, verticals (HO Departments), branches, merger of branches, etc.

f. The proposed solution should be able to categorize the branches /Offices for Audit purpose as per Banks requirement.

g. System Should capture category of branch. Branch Master to be maintained / Integrated with bank's system.

## 1. RBIA (Risk Based Internal Audit):

1. The system shall be able to accommodate functionality of audit at the Branches, Zonal Offices, Head Office Departments, other offices, Inspectorates, and Inspection Department, Head Office (HO).

2. System should provide workflow facility for Audit Life Cycle management which includes audit planning, execution, report preparation, closure, management reporting, etc.

3. The proposed software should be able to identify and keep track of all auditable units/branches of the bank.

4. The System should be able to address the following dimensions.
   a) Pre Audit requisite for auditor
   b) Grouping of Products, Services, Processes
   c) Identification & categorization of risks as High/Medium/Low.
   d) Implementation of Audit Plan based on Risk Category.

5.  The system should enable pre-configured templates relating to Business Risks, Control Risks, Other Formats. Templates will be shared with successful bidder. Also addition/deletion/modification in any of the formats will be decided by Bank. Number of templates may vary as per requirement of the Bank. Bank should be able to change in formats / templates in the system by Bank's official.

6.  User Maintenance – There should be secured user administration in the application. Access and permission to each user to be confined strictly to the respective roles, as defined by the Bank.

7.  System shall maintain and update the branch profile i.e. category, risk profile, etc.

8.  Customization will be as per the Bank's requirement and it should conform to the latest guidelines issued by the various regulators and Bank policies and to be adapted as per need of the bank, which is dynamic in nature.

9.  Risk assessment by the software should not only indicate the level of risk as Extremely High, Very High, High, Medium and Low but also the trend of risk in terms of increasing, decreasing or stable/Risk movement and analysis.

10. The system should enable the Bank to prepare a Risk Audit Matrix which would be based on the control risk and business risk.

11. System should have: Automatic generation of risk rating / matrix and suggested audit frequency as per Bank's Policy, The Business Risk is based on quantitative data uploaded/fed into the application and Control Risk is calculated as per onsite audit process in the application.

12. Provision to downgrade/upgrade business risk/control risk status at Inspectorate and generation of log history for the same should available.

13. System should have option to generate Inspection plan at HO based on the previous Inspection rating and the Bank's policy on frequency of audit (with a provision to reschedule the inspection in case of need). System should have option at inspectorate to assign & schedule / reschedule / Modify schedule RBIA of a branch.

14. Inspection scheduling based on the availability of Inspectors and the Bank's audit plan. Assignment of audit to a team of Inspectors can be done through the application.

15. The system should allow any number of auditors to be tagged to each auditee for the purpose of audit. Like, audit can be handled by a single auditor or team of auditors. In case of more than one auditor, one of them will be designated as leader.

16. One Auditor can continue at more than one branch for RBIA at given point in time. Also, One Auditor can continue more than one audits (other than RBIA) at given point in time.

17. The system should be able to allot man-days as per user's requirement. Automatic calculation of man days taken for inspection against man days allotted

18. The system should store the status regarding various inspection reports such as open, closed, partial rectification, closed with open items. Bank should be able to define such parameters.

19. Automated data extraction of Audit Data from various systems available with the bank. Audit data – it can be extracted from various IT system available in the Bank such as CBS, LLMS, MIS reports or other systems or manually prepared by the auditor at the site which is a part of the report. At the start of audit, the data shall be pulled from CBS, LLMS or other system to IACS in one step.

20. Automatic sampling of loan accounts to be considered under current RBIA. (As per Bank's policy which is updated from time to time.) There should be provision for an auditor to manually add / select an account if he identifies observation / irregularity in account which is not included in above sample list or if he wants to audit few more accounts.

21. The Bank should be able to create any types of Inspection with suitable check list as per changing needs / requirements. Any changes in format or check list should be easily available in the software by the Bank's team.

22. Audit observations are in 3 types, (1) Observation (2) Positive confirmation – certificate (3) Adverse remarks – irregularities which require compliance.

23. The RBIA report will be discussed with the Auditee before finalization. There should be a provision in the system to generate the reports on irregularities to auditee during the course of Audit on daily basis to enable about the spot rectification of the observed irregularities by branches.

24. Immediately after finalization of RBIA by the Internal Inspector, it should be made available to Inspectorate along with summary report. Inspection report after approval of Inspectorate should be issued to respective Auditee / ZO / Inspectorate / HO as required along with summary report.

25. Audit report to be made available online to the Branch/respective offices. Auditee should be enabled to give reply online to the ZO to Accept or Reject with comments and confirm completion of compliance.

26. Intimation of days' observations to authorized official/s of the branch for initiation of spot rectification by Email / SMS on generation of report by Auditor.

27. All branches / Auditees will be required to submit rectification of major / other observations / irregularities within a specified time (as per policy of the Bank). The system should generate e-mail reminders to the Auditees / ZOs / HO Departments.

28. The Controller shall examine the rectification report and will either accept or reject it with comments. Auditee can re-submit the rectification.

29. Display of Observations / Irregularities with Inspector's comments, branch reply, spot rectification details with date etc., for the authorized Officers at ZO to decide to close any inspection observations / report or to raise follow up query against any of the point.

30. Provision for Inspection report closure as per Bank's norms. Like ZO Office should have menu to issue Closure Certificate after:

- 100% compliance of all irregularities / observations OR
- The closure is approved by ZLRC (Committee comprising of ZO and Inspectorate for taking closure decisions)

31. The observations / irregularities not accepted by Zonal Office will be available for recording further replies till the inspection report is closed. All Observations / irregularities which are unrectified at the closure of inspection should be carried over as Persistent Irregularities in next Audit Report.

32. Facility to report Income Leakage identified during RBIA with details like area, account number, amount, etc. This has to be signed by Inspecting Officer and Branch Manager / Auditee Head.

33. Documents upload Facility, so that authorized user can float confidential documents like Special Reports/Investigation Reports etc., marked to specific users through the system and would be instantly and confidentially available to the specific users while they login to the system.

34. Offline (upload facility) for comment / Observation / irregularity is required for RBIA audit module.

35. Audit Software should comply with the official language policy so that audit Report/Compliance can be submitted in Hindi also.

36. Instant Generation of Risk Assessment Matrix, trend analysis report after branch inspection. This can be generated operational area-wise under Business Risk/Control Risk Classifications

37. Any report on any irregularity / risk status or branch efficiency on any operational area in respect of any of the previous Inspection of any Auditee should be instantly generated.

38. Risk assessment by the software should not only indicate the Risk rating as Extremely High, Very High, High, Medium and Low but also the trend of risk in terms of increasing, decreasing or stable.

39. The system should be able to generate letters / e-mail for the communication of rating by ZO / Inspectorates / Head Office to the branches. The system should store the ratings. It should be possible to store the ratings of earlier years also and generate various types of the reports based on the ratings. The Controlling offices should be able to generate reminders through letters/emails/SMS etc. in respect of branches / Offices where Inspection reports are pending. This should be for Branches coming under respective Controlling Offices.

40. Complete Inspection Cycle and Historical Data maintenance matching with Bank's Inspection process flow cycle and reporting formats is to be captured in the system. The whole process of capturing of legacy data shall be completed by the time of go-live. File upload in structured format be provided.

41. The transfer/upload of the legacy data into the solution compatible file structure shall be the responsibility of the bidder.

42. System should support alert and escalation mechanism by way of SMS and Email for various events / milestones as required / defined by the bank.

43. Reports to be generated:
    a. Summary Report
    b. Zone-wise report on Branches under Audit for specified date range.
    c. Zone-wise report on Branches completed Audit for specified date range
    d. Zone-wise report on Branches outstanding for closure for specified date range
    e. Zone-wise report on Branches with irregularities Part 1, Part 2 with risk rating
    f. Zone-wise report on Branches with irregularities open / closed Part 1, Part 2 with risk-wise.
    g. List of branches overdue for inspection
    h. Trend Analysis for Risk Rating.
    i. Zone-wise Branch-wise list of persistent irregularities
    j. Zone-wise list of High/Medium/Low
    k. List of inspection carried out by particular Inspecting Officer in specified date range
    l. List of inspection carried out by Inspecting Officers in the Inspectorates in specified date range
    m. Income Leakage identified Branch-wise / Zone-wise
    n. Ad-hoc reports

2. **Special Reports**
    1. Process Flow:
        a. While conducting RBIA/Concurrent Audit/Statutory Audit of the branch, if the Inspecting Officer wants to bring any matter of high importance/irregularity, to the attention of Head office, a menu/tab/option should be made available.
        b. Options to select any particular account/case along with the observations made in RBIA report/Concurrent Audit report etc.,
        c. Option for adding more irregularities/comments/remarks, which are not to be reported in RBIA/Concurrent Audit should be made available in Special report menu.
        d. An option to generate statement of account should be made available for date range.
        e. Also option for uploading supporting documents in PDF/Word/Excel etc., format should be made available account wise/case wise.
        f. Provision for uploading Lapses sheet, Officer wise with provision for attachments, if any.
        g. Amendments/Save option should be given to maker, before final submission. After final submission of report, amendments are allowed with the approval of AGM/DGM/GM, Inspection Department, HO
        h. Only maker of the report can make changes in the reports.
    2. Users:
        a. All inspectors in the inspection Cell, AGM(I)/CM(I)          -
        Maker

    b. Concurrent Auditors        -
      Maker

    c. Statutory auditor        -
      Maker

    d. Officers working in (Staff Accountability) Inspection Dept. H.O. -
      Viewing

    e. AGM/DGM/GM Inspection H.O.        -
      Viewing

    f. ZO & AGM-(I), under whose jurisdiction Branch is working   -
      Viewing

3. Reports

    a. The viewing authorities should be able to download the Special report in PDF/Word/Excel etc., format along with the supporting documents.

    b. Data on pendency of report should be generated.

    c. An option to generate the account-wise / Officer wise irregularities in excel format should be provided.

    d. An option to Officers/AGM/DGM/GM Inspection Department, Head Office to update the status of Report as Case is under Study/Further investigation is underway/Say called/Staff Accountability Examination conducted/File forwarded to Vigilance Department etc.,

## 3. Surprise Inspection

Surprise Inspection is same as RBIA which is explained above with following key attributes:

1. HO to obtain List of eligible branches as per criteria.
2. Surprise Inspection is planned quarterly. HO can select and prepare plan for the quarter.
3. Plan is approved by HO and then available to Inspectorate.
4. Inspectorates assign branches to Inspecting Officers under them accordingly during the quarter.
5. Inspector will commence inspection, prepare report and then submit.
6. Branches to submit the compliances to the observations/ irregularities.
7. The report is to be closed in one month from the date of completion of SI. Branches send compliances to ZO and ZO in turn will close the report, similar to process flow in RBIA.
8. ZO to Accept or Reject compliances with comments. Branches to resubmit the rejected observations / irregularities again.
9. ZO to close the report.

## 4. Special Inspection / Audit

1. It is unplanned audit and process flow / types of users are similar to RBIA.
2. Based on critical circumstances / parameters, Head Office / Inspectorate assign Special Inspection of branch/es to Inspecting Officer/s.
3. Then Process flow will be followed similar to RBIA:
    a. Inspecting Officer will undertake Inspection of that branch.

b. Immediately after finalization of RBIA by the Internal Inspector, it should be made available to Inspectorate along with summary report. Inspection report after approval of Inspectorate should be issued to respective Auditee / ZO / Inspectorate / HO as required along with summary report.

c. Branch will punch rectification for observations pointed out by Inspector.

d. Zonal Office will accept or reject with comments and confirm completion of compliance.

e. Branch can re-submit the rectification for compliances rejected by ZO.

f. Provision for Inspection report closure as per Bank's norms. Like ZO Office should have menu to issue Closure Certificate after:
   - 100% compliance of all irregularities / observations OR
   - The closure is approved by ZLRC (Committee comprising of ZO and Inspectorate for taking closure decisions)

g. Facility to report Income Leakage identified during RBIA with details like area, account number, amount, etc. This has to be signed by Inspecting Officer and Branch Manager / Auditee Head.

h. Documents upload Facility, so that authorized user can float confidential documents like Special Reports/Investigation Reports etc., marked to specific users through the system and would be instantly and confidentially available to the specific users while they login to the system.

i. All other points in the process flow will be similar to RBIA Module.

4. Persistent / Uncompleted irregularities of last RBIA will be carried over in this Audit.

5. Persistent / Uncompleted irregularities of This Inspection are to be carried over to next RBIA.

6. System should support alert and escalation mechanism by way of SMS and Email for various events / milestones as required / defined by the bank.

7. Reports to be generated:
   a. Summary Report
   b. Zone-wise report on Branches under Audit for specified date range.
   c. Zone-wise report on Branches completed Audit for specified date range
   d. Zone-wise report on Branches outstanding for closure for specified date range
   e. Zone-wise report on Branches with irregularities Part 1, Part 2 with risk rating
   f. Zone-wise report on Branches with irregularities open / closed Part 1, Part 2 with risk-wise.
   g. Trend Analysis for Risk Rating.
   h. List of inspection carried out by particular Inspecting Officer in specified date range
   i. List of inspection carried out by Inspecting Officers in the Inspectorates in specified date range

j.   Income Leakage identified Branch-wise / Zone-wise
k.   Adhoc reports

## 5. Snap Audit

1. Based on various criteria / requirement, ZO to select branches for snap audit.
2. ZO to schedule branches for audit and assign to Officers from Zone.
3. Checklist / format for Snap Audit will be shared.
4. Auditor will fill checklist and post his observations/ irregularities. On submission, the report will be available to ZO/HO/Branch/Inspectorate.
5. Auditee branch to submit compliance remarks against each observation pointed out by Inspecting Officer with evidence if required. (Attachment- pdf/jpeg/png/.doc/.xls).
6. After submission of compliances by branches, the same will be available to ZO for compliance verification mark accept/ reject with comments and timelines.
7. On receipt of satisfactory compliance, ZO will generate closure note.
8. System should be available to allow closure of report even in cases where observations are returned with timelines for further compliance.
9. Closure Letter of the Snap Audit will be generated by ZO.
10. Alerts and escalation mechanism by way of SMS and Email for various events / milestones as required / defined by the bank should be available.
11. The solution should include but not restricted to the following reports:
    I.   Branch/ZO/Inspectorate wise Audit Report – Audit report of individual branch/office.
    II.  Auditee wise observations of auditors.
    III. Auditee wise compliance
    IV.  Ageing report (Single/Consolidated) - Observations with date of observation and date of compliance and their difference.
    V.   Due date wise pending observations (where observations are returned for further compliance but the report closed).
    VI.  At HO report for any given date range.

## 6. Short Verification Audit

1. Based on various criteria / requirement, ZO select branches for Short Verification Audit after closure of RBIA / specified period from the date of RBIA.
2. System to show list of eligible branches.
3. ZO to schedule branches for audit and assigning to Officers within Zone.
4. Give access of RBIA Report, Compliance and Closure Certificate to auditor on assignment.
5. System should display all major irregularities and allow auditor to select 50 for verification. In case count of Major irregularities is less

than 50, all irregularities be displayed and auditor can select remaining to make total 50. Auditor can select more than 50 also.

6. There should be a functionality to upload a file (annexures) if required by the auditor.
7. Auditee branch need to submit compliance remarks against each observation pointed out by Inspecting Officer with evidence if required. (Attachment- pdf/jpeg/png/.doc/.xls).
8. After submission of compliances by branches, the same will be made available to ZO for compliance verification.
9. If for any observation, the compliance remark/evidence is not sufficient, the same can be returned to auditee with remarks with timelines for further compliance by ZO.
10. Alerts and escalation mechanism by way of SMS and Email for various events / milestones as required / defined by the bank should be available.
11. The solution should include but not restricted to the following reports:
    a. Branch/ZO/HO wise Audit Report – Audit report of individual branch/office.
    b. A report showing auditee wise observations and compliances.
    c. Consolidated MIS (Branch name, RBIA Date, RBIA Closure Date, Risk ratings, SVA Date, Auditor name/s)
    d. Zone wise report showing RBIA conducted and SVA due / conducted.
    e. A report showing pending observations with aging.

## 7. Income and Expenditure audit of branches

1. Income & Expenditure Audit of selected branches is undertaken by the Bank every year. Currently the frequency is October to September. The leakage of income arising out of deviations from / non-adherence to the prescribed guidelines at any branch is expected to be identified by the auditors and recovered immediately by the concerned auditee.
2. Auditors are external / internal.
3. Provision for uploading audit plan, assignment to auditors, start of Audit, Completion of Audit, closure of Audit.
4. Checklists/Formats for income and expenditure audit will be shared with successful bidder. Addition/deletion/modification in any of the formats / circulars will be decided by Bank.
5. Bank should be able to Modify/Add/Delete Formats/Checklist.
6. There should be a facility to upload a file (annexures) if required by the auditor.
7. Facility to Branch to submit/upload compliance.
8. On receipt of full recovery of income leakage identified by auditor, ZO will close the report.
9. H.O. will have rights to change income leakage identified amount based on representation by Branch through ZO, with justification.
10. In case of closure without full recovery, it will be decided in ZLRC.

11. The solution should include but not restricted to the following reports:
    a. Branch wise Audit Report – Audit report of individual branch.
    b. A report showing auditee wise/Zone wise/Inspectorate Wise/Bank wise Income Leakage identified by auditors.
    c. A report showing auditee wise compliance i.e. full / partial recovery of income leakage.
    d. Consolidated MIS (Branch name, Auditor name, audit start date, end date, compliance date, closure date, Leakage Identified)
    e. A report showing auditee-wise pendency (due to unrecovered income leakage)
    f. A report showing auditor wise income leakage.

## 8. Expenditure Audit of ZOs

Expenditure audit is conducted for all the Zones on half yearly basis by inspectorate in charge.

1. Users involved:
    a. AGM Inspection at various inspection cells of the bank. (Signatures of AGMI & DZM of the particular Zone)
    b. Insp. Dept. at HO - Officer looking after Exp. audit (Signature AGM Insp.& Audit HO) c. Insp. Dept. ZO - Officer looking after Insp. Dept. at ZO (Signature DZM, ZO)

2. Process Flow:
    a. Conduct of Exp. Audit - At various zones by the AGM inspection cells. As per checklist facility to put remarks. After submit of reports to be available to Concerned Zone/ Inspectorate & HO. Alert via SMS & Email to stakeholder.
    b. Submission of Compliance by Zones
    c. HO – Accept Compliance / Reject with comments. Zo can Re-submit.
    d. Note for Closure to Gen Manager – Observations, Compliance, Comments.
    e. Closure certificates to ZO

3. Formats to be incorporated (will be provided to successful bidder) –
    a. Expenditure Audit format
    b. Alert for Compliance by ZO
    c. Compliance reports by ZO
    d. Comment by HO
    e. Closure Notes to GM, Inspection
    f. Closure Certificates

4. Reports to be generated
    a. Pending for conduct.
    b. Pending for compliance.

  c. Pending for closure.
  d. Audit completed.
  e. Audit closed.

## 9. Management Audit

1. System should suggest Annual Plan based on last Risk Ratings and frequency of audit. Provisions to be provided to the Department for modifications in the Plan.
2. Audit is undertaken by executives from bank or external auditors other than bank employees or jointly.
3. On approval of plan, system to assign auditor/s for each audit and an allotment letter to be generated in prescribed format.
4. Addition/deletion/modification in any of the formats/checklists will be decided by Bank. Bank should be able to change in formats by users at HO.
5. Auditor will give observations (can attach files in pdf/jpeg/png/.doc/.xls formats) and give action points with Risk Ratings.
6. After submission, the report will be available to ZO/HO.
7. ZO need to submit compliance remarks against each observation pointed out by Inspecting Officer with evidence if required. (Attachment-pdf/jpeg/png/.doc/.xls). Facility to upload compliance in given format to be provided.
8. HO Inspection will do compliance verification and accept or reject with comments. ZO can resubmit.
9. The Solution should have provision for generating closure note and Closure Letters after compliances mentioned in the closure note thereof.
10. The solution should include but not restricted to the following reports:
  a. ZO/ wise Audit Report – Audit report of individual branch/office.
  b. A report showing auditee wise observations of auditors.
  c. A report showing auditee wise compliance.
  d. Risk wise non complied observations for audits conducted between given date range and given auditees.
  e. Risk wise complied observations- Risk wise observations report in (single/consolidated) audits conducted between given date range.
  f. Ageing report (Single/Consolidated/Risk-wise) - Observations with date of observation and date of compliance and their difference.
  g. Report of closed Audit Reports.
  h. Report of closed Audit Reports where timelines for further compliances is expired.

## 10. Concurrent Audit

1. Frequency is monthly / quarterly.
2. Concurrent Auditors are required to carry out all the verification on a continuous basis.
3. Auditors are external / internal.

4. System should display eligible Branches for Concurrent Audit as per criteria. HO can select/mark Branches/Departments to be covered from list and also additionally.
5. Provision for approving the audit plan. System should generate appointment letter, mark acceptance, mark start and mark completion.
6. Checklists/Formats for Concurrent audit will be shared. Addition/deletion/modification in any of the formats / circulars will be decided by Bank.
7. Bank should be able to Modify/Add/Delete Formats/Checklist.
8. There should be a facility to upload a file (annexures) if required by the auditor.
9. Provision for the classifying irregularities Major/minor.
10. Provision for carry forwarding the unrectified irregularities as Persistent Irregularities for next month.
11. Facility to Branch to submit/upload compliance.
12. On receipt of full compliance for the observations, ZO will close the report.
13. Facility to report Income Leakage identified during RBIA with details like area, account number, amount, etc. This has to be signed by Inspecting Officer and Auditee Head.
14. H.O. will have right to change income leakage identified amount based on representation by Branch through ZO, with justification.
15. In case of closure without full compliance / recovery, it will be decided in ZLRC. ZO will mark closure with ZLRC comments.
16. The solution should include but not restricted to the following reports:
    a. Branch wise Audit Report – Audit report of individual branch.
    b. A report showing Month wise/auditee wise/Zone wise/Inspectorate Wise/Bank wise concurrent audit reports with classification of irregularities as major/minor.
    c. A report showing Month wise/auditee wise/Zone wise/Inspectorate Wise/Bank wise Income Leakage identified by auditors.
    d. A report showing auditee wise compliance i.e. full / partial recovery of income leakage.
    e. Consolidated MIS (Branch name, Auditor name, audit start date, end date, compliance date, closure date, Leakage Identified)
    f. Report showing major irregularities identified by auditors Branch wise/Zone wise/Inspectorate wise/Bank wise in a particular month.
    g. Report showing persistent irregularities identified by auditors Branch wise/Zone wise/Inspectorate wise/Bank wise in a particular month.
    h. A report showing auditee-wise pendency of irregularities and unrecovered income leakage.
    i. A report showing auditor wise income leakage.

## 11. Information System Audit

Scope of Information System Audit:
1. Information System Audit of Branches and Zonal Offices.
2. Information System Audit of In-house Developed Applications/Vendor managed Applications/Outsourced IT Activities
3. ISO 27001:2013 internal Audits
4. Provision of categorize observation as High/Medium/Low Risk.

**Flow requirement for Information System Audit:**
**1. Branch/Zonal Office:**
   a. Planning: Annual Plan will be made at HO Inspection and approved by competent authority. Branches to be allotted to auditor as per the quarterly plan.
   b. Audit:
   - There is a defined checklist for branch audit which should be pre-loaded in application. The same will be filled by the auditor.
   - Exit meeting to be conducted at the end of audit & report to be captured.
   - Audit Report to be released after approval from Information System Audit Head at HO Inspection.
   c. Compliance:
      I. For Branches:
      - Auditee (Maker) need to submit compliance remarks against each observation with evidence (Attachment-pdf/jpeg/png/.doc/.xls). Facility to upload the attachment.
      - RITC officer (Checker) to check compliance remarks submitted by branch/office.
      II. For Zonal Offices:
      - RITC officer (Maker) need to submit the compliance remarks against each observation with evidence(Attachment-pdf/jpeg/png/.doc/.xls). Facility to upload the evidences.
      - DZM (Checker) to check compliance remarks submitted by RITC officer.
      - After checking by DZM/RITC officer, the same to be available to Information System Audit team at HO Inspection for compliance verification and recommending for closure.
      - If for any observation, the compliance remark/evidence is not sufficient, the same can be returned to auditee with auditor remarks & auditee can resubmit the compliance.
   d. Closure: General Manager Inspection & Audit to review the compliance and approve closure the audit report. IS audit cell to mark closure remarks in the system & generate closure certificate.

**2. In-house developed Applications/Vendor managed Applications/Outsourced IT Activities:**

a. Planning: Annual Plan will be made at HO Inspection and approved by competent authority. Application to suggest allotment as per the Quarterly plan. Audit system should have the capability to alert for re-audit based on the criticality & IS audit cell can modify and approve.

b. Audit:
- There is a baseline checklist for audit which should be pre-loaded in application. The same will be filled by the auditor.
- There should be a functionality to upload (.xls) additional Checkpoints (by IS Audit Cell) in each audit based on the scope of application.
- Exit meeting to be conducted at the end of audit & report to be captured.
- Audit Report to be released after approval from Information System Audit Head at HO Inspection.

c. Compliance:
- Auditee need to submit compliance remarks against each observation with evidence (Attachment- pdf/ jpeg/ png/ .doc/ .xls). Facility to upload the attachment.
- IT CM/AGM to approve compliance remarks submitted by User Department/IT Team.
- After verification by CM/AGM IT, the same will be available to Information System Audit team at HO Inspection (alert be generated) for compliance verification and recommending for closure.
- If for any observation, the compliance remark/evidence is not sufficient, the same can be returned to auditee with auditor remarks & auditee can resubmit the compliance.

d. Closure:
- Committee of Executives to review the compliance and approve closure the audit report.
- IS audit cell to mark closure remarks in the system & generate closure certificate.

3. **ISO 27001:2013 internal Audits Planning:**

a. Planning:
- ISO Compliance Audit is planned by CISO, HO.
- Site to be allotted to auditor as per the plan by CISO.

b. Audit:
- There is a defined checklist for ISO: 27001 audit which should be pre-loaded in application. The same will be filled by the auditor.
- Exit meeting to be conducted at the end of audit & report to be captured.
- Report to be released after approval from Information System Audit Head at HO Inspection.

c. Compliance:
- Auditee need to submit compliance remarks against each observation with evidence (Attachment- pdf/jpeg/png/.doc/.xls). Facility to upload the attachment.
- After checking by IS Audit Cell, the same to be available to CISO at HO for compliance verification and closure.
- If for any observation, the compliance remark/evidence is not sufficient, the same can be returned to auditee with auditor remarks & auditee can resubmit the compliance.

d. Reports required:
1. Branch/Office/Application wise Audit Report – Audit report of individual branch/office/application
2. Application Criticality wise audit status- Consolidated status of audit of applications as per the criticality of the application.
3. Risk wise non complied observations (for single/consolidated)- Risk wise observations report in (single/consolidated) audits conducted between given date range.
4. Risk wise complied observations- Risk wise observations report in (single/consolidated) audits conducted between given date range.
5. Ageing report (Single/Consolidated/Risk-wise)- Observations with date of observation and date of compliance and their difference.
6. Achievement report (Dashboard) - Gap to target (As per the plan)
7. Branch/Zonal Office wise Consolidated report for all above
8. Application/HO Departments wise consolidated report for all above

## 12. Currency Chest Audit – Bimonthly Cash Verifications

Frequency: Cash Verification is done on bi-monthly basis done by Bank's officers.
1. Zone will assign auditor for Currency Chest.
2. System will generate Allotment letter, to be sent by auto email.
3. Checklist Formats for Bimonthly Cash Verifications will be provided to the successful bidder. Addition/deletion/modification in any of the formats will be decided by Bank. Bank should be able to change in formats by Bank. There should be a functionality to upload a file (annexures) if required by the auditor.
4. Auditee need to submit compliance remarks against each observation pointed out by Inspecting Officer with evidence if required. (Attachment- pdf/jpeg/png/.doc/.xls) to ZO.
5. HO will accept/ reject with comments. Unrectified irregularities will be carried over in next report as persistent irregularities.

6. The Solution should have provision for generating closure note at HO with observations, compliances and HO views and on approval, Closure Certificates to be generated.

7. At the end of quarter, link branch will upload Penalty Certificate for currency chests attached to it.

8. ZO will enter penalty details {Reasons, Staff accountability examination status (Pending/ Done/ Lapses/ No Lapses), sanction received (Y/N), etc.

9. The solution should include but not restricted to the following reports:
   a. Cash Verification Allotment Report.
   b. Branch wise Audit Report – Audit report of individual branch.
   c. A report showing branch wise observations of auditors and compliances by currency chests & Zonal Office.
   d. Consolidated MIS (Chest name, Auditor name/s, audit start date, end date, compliance date, closure date)
   e. Ageing report (currency chest-wise) - Observations with date of observation and date of compliance and their difference.
   f. A report showing pending observations
   g. A report showing persisting irregularities
   h. Penalty report for a given range of dates as per format.

## 13.  Forensic Audit

1. Provision to enter details of empaneled Forensic Auditors (Name of firm/ Address/ contact number, etc.)

2. On identification of an account for Forensic Audit- mark the Account in system.

3. Populate Borrower details from CBS/LLMS & provision to fill additional field manually.

4. On filling the form, note to be generated for calling quotations from different empaneled Forensic Audit firms.

5. Note for allotment of forensic audit to selected auditor by Inspection Dept.

6. Assignment letter generated from the system & issued to Forensic Auditor for conducting Audit. Mark acceptance by Forensic Auditor of assignment.

7. Provision of SMS/email alert on set milestones.

8. Provision of uploading draft report in the portal by Auditor. Auto email to be sent to FMC, Credit Monitoring, ZO & Branch for giving the comments within a specific time period.

9. Provision for entering comments to FMC, Credit Monitoring, ZO & Branch.

10. Inspection Department will scrutinize comments and accept.

11. Automatic mail to be sent to the auditor informing comments (if any received) and call his view.

12. Uploading final report in the system.

13. Access of final report to Inspection/FMC/ Credit Monitoring/ Zonal Office/ Branch.
14. Reports to be generated:
    a. Audits allotted during the F.Y./ Date of Draft report/Date of final report
    b. Period taken to conduct the audit/submission of report.
    c. List of empaneled Auditors.
    d. Pending Audits.

## 14.  Zonal Level Review Committee (ZLRC)

1. A provision to get reports on status of various audits for placing before ZLRC for given date range.
2. A template to report discussions & comments & directions of ZLRC on various points. Marking action points.
3. Report on minutes of ZLRC
4. Facility to upload, input data, if it is not available in system.
5. Users involved -  ZO, Inspectorates, HO
6. Reports to be generated:
    a. Minutes of Meeting
    b. Alerts on action points on various timelines stipulated

## 15.  Staff Accountability Examination

1. List of CIFs received from Credit Monitoring HO /FMC/other (manually punching option for complaint cases) should be uploaded on the portal.
2. For cases falling under HO officer at HO will allot the cases to AGM(I) and other officers (other than AGM/CM (I)s)* on approval by AGM at H.O.
3. For Zonal level cases, officer working in inspection dept. ZO will allot the cases to inspecting official after approval from DZM.
4. (*Details of allottee staff (inspector name, inspection cell, branch name) should be fetched in the system after feeding the PF No. of the official).
5. Once the case is allotted, SMS/email alert to the respective staff should be generated.
6. SAE format should be incorporated in the application. Bank should have right to upload/modify format.
7. Application should be linked to the CBS/LLMS/MIS system such that when CIF number is punched in it, fields available should be automatically fetched for all accounts linked to that CIF.
8. An option to generate statement of account should be made available for date range.
9. Format for lapses sheet to be provided, entering details and attaching evidences to be allowed to investigating officer.

10. An option for marking of lapse and no lapse case should be made available to ZO/HO.
11. Amendments / Save option should be given to maker, before final submission. After final submission of report, amendments are allowed with the approval of AGM/DGM/GM, Inspection Department, HO.
12. Only maker of the report can make changes in the reports.
13. Users involved:
    a. Maker: AGM (I), CM(I) and other officers to whom the task of SAE is assigned.
    b. Viewer: GM Inspection & Audit, DGM/AGM/CM inspection and other officers working in SAE team at H.O. At ZO level, DZM, AGM(I) of that respective zone and officer working in inspection dept. should be able to view the inspection reports.
    Note: GM, DGM, AGM, CM Inspection and Audit working in H.O., should be able to view all the inspection reports i.e. H.O and ZO whereas DZM, AGM(I) and officer working in inspection dept. should be able to view the inspection reports of only their Zones.
    c. Only maker of the report can make changes in their report.
14. Reports to be generated:
    a. The viewing authorities should be able to download the I/O report in word and PDF format.
    b. Inspectorate wise allotment report and pendency report should be generated.
    c. Report of NPA cases should also be given for date range.
    d. Data on pendency of report should be generated.
    e. An option to generate the account-wise / Officer-wise irregularities in excel format should be provided.

## 16.    Offsite Monitoring Unit (OMU)

1. Alerts be generated as per Bank defined rules for OMU.
2. Alerts be categorized High/Medium/Low.
3. Alerts be assigned to Branch/ZO/HO as per rules.
4. Evidence/comments be submitted by Branches.
5. ZO to close alerts of Medium and Low category.
6. ZO can accept/reject branch comments. If rejected Branch can resubmit.
7. High risk alerts will be closed at HO on the basis of ZO/Branch comments.
8. HO can accept/reject with comments for rejected alerts. Resubmission be allowed.
9. User management for HO/ZO/Branch level.
10. Statistical reports on alerts:
    a. age wise pendency
    b. category wise pendency
    c. closed

d.  Branch/ZO/HO level reports.

## 17.    Attendance Report for Inspecting Officers

Attendance report for Inspecting Officers posted in various inspectorates. It shall be available to inspectorate and HO.

## 18.    Special Inspection / Audit:

1.  It is unplanned audit and process flow / types of users are similar to RBIA.
2.  Based on critical circumstances / parameters, Head Office / Inspectorate assign Special Inspection of branch/es to Inspecting Officer/s.
3.  Then Process flow will be followed similar to RBIA:
    a.  Inspecting Officer will undertake Inspection of that branch.
    b.  Immediately after finalization of RBIA by the Internal Inspector, it should be made available to Inspectorate along with summary report. Inspection report after approval of Inspectorate should be issued to respective Auditee / ZO / Inspectorate / HO as required along with summary report.
    c.  Branch will punch rectification for observations pointed out by Inspector.
    d.  Zonal Office will accept or reject with comments and confirm completion of compliance.
    e.  Branch can re-submit the rectification for compliances rejected by ZO.
    f.  Provision for Inspection report closure as per Bank's norms. Like ZO Office should have menu to issue Closure Certificate after:
        • 100% compliance of all irregularities / observations OR
        • The closure is approved by ZLRC (Committee comprising of ZO and Inspectorate for taking closure decisions)
4.  Facility to report Income Leakage identified during RBIA with details like area, account number, amount, etc. This has to be signed by Inspecting Officer and Branch Manager / Auditee Head.
5.  Documents upload Facility, so that authorized user can float confidential documents like Special Reports/Investigation Reports etc., marked to specific users through the system and would be instantly and confidentially available to the specific users while they login to the system.
6.  All other points in the process flow will be similar to RBIA Module.
    a.  Persistent / Uncompleted irregularities of last RBIA will be carried over in this Audit.
    b.  Persistent / Uncompleted irregularities of This Inspection are to be carried over to next RBIA.

 c. System should support alert and escalation mechanism by way of SMS and Email for various events / milestones as required / defined by the bank.

 d. Reports to be generated:

1. Summary Report
2. Zone-wise report on Branches under Audit for specified date range.
3. Zone-wise report on Branches completed Audit for specified date range
4. Zone-wise report on Branches outstanding for closure for specified date range
5. Zone-wise report on Branches with irregularities Part 1, Part 2 with risk rating
6. Zone-wise report on Branches with irregularities open / closed Part 1, Part 2 with risk-wise.
7. Trend Analysis for Risk Rating.
8. List of inspection carried out by particular Inspecting Officer in specified date range
9. List of inspection carried out by Inspecting Officers in the Inspectorates in specified date range
10. Income Leakage identified Branch-wise / Zone-wise
11. Ad-hoc reports

## 19. OVERALL FUNCTIONAL REQUIREMENTS

1. The vendor shall customize all subsequent changes as suggested by Bank/ the Statutory & Regulatory bodies from time to time immediately to the Bank at no additional cost to the Bank.
2. The proposed software should be able to address following dimensions:
   a) Pre-audit requisites for auditor
   b) Indexing of product, services, processes
   c) Identification of risks
   d) Indication of level of risk
   e) Implementation of Audit plan based on risk level
3. The proposed software should enable pre-configured templates and generate reports and statements.
4. Bidder is responsible for any customization or changes required in the application by Bank or Regulatory Bodies, such changes will be incorporated in the application without any additional cost and adhere to timelines.
5. The bidder should undertake that the proposed Integrated Audit and Compliance Software (IACS) conforms to up-to-date guidelines issued by various regulators and Bank policies & guidelines.

6. The proposed software should be modular and should at the time of bidding, have the capability to undertake all audits as stated above in this RFP.

7. General terminology referred by the Bank:
    a) Auditee – Auditee can be a Branch, Zonal Office, Head Office Department or Other offices of the bank.
    b) Controller – each auditee has a controlling authority and each irregularity (audit observation) rectified (submitted compliance) by the auditee has to be recommended by the Controller for closure or waiver or pending for next audit.
    c) Various audits – Bank has various audit formats with scores and parameters to rate "Risk". Audits have its own periodicity, compliance due date, closure authority etc.
    d) Auditor – auditor may be an internal officer or an external audit firm representative.
    e) Audit plan – audit may be planned based on different parameter like previous audit details, other critical details of the auditee or request from the controller.
    f) Assignment – auditors are selected based on their operational / audit experience, allotted with no. of days for audit and give an expected completion date.
    g) Audit – it can be handled by a single auditor or team of auditors. In case of more than one auditor, one of them will be designated as leader.
    h) Audit data – it can be extracted from various IT system available in the Bank such as CBS, LLMS, MIS reports or other systems or manually prepared by the auditor at the site which is a part of the report At the start of audit, the data shall be pulled from CBS, LLMS or other system to IACS in one step. Audit observations are in 3 types,
        i. MIS
        ii. Positive confirmation – certificate
        iii. Adverse remarks – irregularities which require compliance for each checklist questions

8. For Various Audits, detailed formats will be provided by Bank to successful Bidder. Addition / deletion / modification in any of the formats will be decided by Bank. Number of templates given may vary as per requirement of the Bank. Bank should be able to change in formats by Bank's officials without any additional cost to the Bank.

9. The solution should be web based with all User Friendly and Security features viz. Audit Trails, Access Controls, Password controls and Report Extraction Control etc. in line with such policy of the Bank.

10. There should be facility of Marking Calendar (Holiday Marking).

11. User Management should be available with the different types of the users and Bank's user should be able to:
    a) Creation or modification of user profiles

b) Assessment in case of specific rights assignment

c) Provision for assigning user rights only for certain fixed period

d) Periodic user right monitoring (at known frequency) must be specified and implemented.

12. The control environment in various areas and Gaps, if any, in control mechanism which might lead to frauds, identification of fraud prone areas.

13. System should support alert and escalation mechanism by way of SMS and Email for various events / milestones as required / defined by the bank in all types of audits.

14. Bank requires the Bidder to provide reports for all availability and on all performance parameters, a log of all issues that have been raised & closed/Pending closure, problem trend and call resolution time. The frequency of these reports would be Daily, Weekly, Monthly, Quarterly and Yearly, adhoc.

15. The transfer/upload of the legacy data into the solution compatible file structure shall be the responsibility of the bidder.

16. The Proposed Software should have provision for digital signature in all types of Audit Reports by Auditor and Auditee for audit reports and Controllers for closure certificate. Bank should have option to enable / disable DS for each audit type and unit.

17. Complete and comprehensive training is to be provided to bank's project team & user team and must cover both classroom and hands on types of training including Application/Database Software design, system architecture & maintenance. Necessary training material and documents like SOPs must be provided to the participants. The training should include the following:

a) Software application

b) Software implementation

c) Customization

d) Trainers' Training

18. Training shall be provided by the Bidder without any additional cost such as travelling, lodging etc.

19. The successful bidder shall provide training in line of above to the Bank's team as follows:

a) Complete and comprehensive training for Bank's IT Department, and Inspectorates & Inspection Department before UAT

b) Training for Bank's user and field Inspectors in different batches at least once at Staff Training Centres / College of the Bank

c) SOPs, Module wise job cards to be provided to trainee (both hard & soft copies) along with accounting entry illustrations for each type of transactions, including relevant system generated transactions.

20. Providing User Manual, System Manual, Technical Manual and updating it on regular basis & whenever there is major change/upgrade.
21. Providing comprehensive documentation of the application including application architecture, description of the interfaces, description of the data model, database table structure, complete description of the data elements (metadata), description of data extraction / transformation / load operation cycles, user manual (soft copy as well as in hard copy) etc.
22. Providing application maintenance for error fixes, additions / modifications to the software to cater to changes to data sources and/ or new reporting requirements during warranty period of one year as well as during the post- warranty period.
23. The Solution should support installation of the proposed Application on Test Environment and assist Bank in carrying out User Acceptance Test (UAT). Selected bidder shall also provide Test Cases and Methodology acceptable to the Bank.
24. Bank's team will do the UAT, module by module and also will give the signoff for each module individually. Software shall be deemed to have been accepted only after Bank's response.
25. Arrange for pilot implementation at Branches / ZO / Inspectorates / HO departments identified by the bank.
26. The vendor is expected to customize all gaps observe in the Functional RFP, Product Demonstration, Training, UAT and implementation phase during the Pilot run for the said solution without any additional cost to the Bank.
27. The bidder should undertake that the proposed Audit & Compliance Software conforms to upto date guidelines issued by RBI/ MOF- Govt. Of India.
28. The proposed software should be modular and should at the time of bidding, have the capability to undertake audits proposed by the Bank.
29. Audit report to be submitted online to the Branch/respective offices and auditee should be enabled to give reply online to the respective offices. On acceptance of rectifications / replies, Controlling Office will issue Certificate of Closure.
30. The Controlling Offices should be enabled to view the reports and generate various MIS required for Managerial decision.
31. System should provide workflow facility for Audit Life Cycle management which includes audit planning, execution, report preparation, closure, management reporting, etc
32. Offline file uploading of observations of SSM Audit, RBI IT examination/ CSITE Inspection, SCA Audit, RAR, RMP compliance status updation should happen in the proposed solution.

## 20. Phased Implementation:

1. The Bidder has to implement the IAMS in a modular and phased manner as per Project Timelines section of this document
2. The Bidder will be responsible for installing the applications with all the customizations to meet the scope of work specified by the Bank
3. The Bidder will set all the parameters in the application as accepted in the test environment. The Bidder shall be responsible for accuracy of the parameters set according to the business needs of the Bank.

## 21. Deployment of IAMS and related modules

The Bidder is required to customize, test, implement, train and rollout i.e. end to end implementation of the purchased version of IAMS application modules as per the requirements of this RFP for the period of the Contract.

## 22. Interface and Integration Requirements

1. The Bidder has to customize, implement, train and rollout the interfaces necessary for the functioning of the solution.
2. The Bidder is required to design, develop and maintain interfaces between the proposed Solution with the applications and systems mentioned below (not limited to).
   - Core Banking System (B@NCS 24)
   - CIMS (Centralized Information Management System) and MIS (Management Information System)
   - LLMS (Loan Lifecycle Management System)
   - EWS
   - Any other System as per Bank's requirement
   - Credit Audit, compliance audit, Legal Audit, stock audit modules are available in LLMS. An interfacing should be provided in proposed solution to view the observations of these audits.
   - Interface with LFAR system should be provisioned to view audit observations.

3. It is the expectation of the Bank that the integration/interface architecture is based around industry best practices.
4. The Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the existing systems of the Bank and for all other functionalities as mentioned in this RFP.

5. The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank architecture principles.
6. The Bidder will present to the Bank the interface requirements for review.
7. Any suggestions from the Bank will have to be included by the Bidder.
8. The Bidder will be responsible for developing and testing the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.
9. The Bidder must ensure that all applicable interfaces are automated with no manual intervention.
10. The Bidder will ensure and incorporate all necessary security and control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times.
11. The Bidder will be responsible for setting up the test environment for interface testing
12. The Bidder will help/assist the Bank in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Bank.
13. The Bidder must ensure that a sound methodology is implemented to manage the interfaces
14. The Bank reserves the right to prioritize the interface building within the overall timelines of the Project.

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## 23. Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful vendor should describe the provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

## 24. Implementation Methodology

The Bidder should follow a suitable methodology for delivering the requirements of the RFP for the entire Contract period. Accordingly, the Bidder should factor for necessary effort and team deployment. The methodology should clearly lay out the overall steps from initiation to closure of this engagement. The methodology should address all stages including development, customization, and hardware/software installation/configuration services. Each step should detail the input, process and output. The Bidder should further provide the deliverables and sign off process for each of the deliverables at various stages.

The Bidder should be committed to the success of the project and the actual project implementation. The following are the expectations with respect to bidder involvement during the Contract period:

- The Bidder should provide qualified personnel who will ensure that the IACS Solution is designed and implemented according to the highest standards during the implementation phases.
- The Bidder should ensure that it provides experienced, qualified staff during the implementation, support, sustenance phases.

The System integrator will need to ensure that these resources are on the ground in the project on a full time onsite basis during the implementation phase and the Bank will verify the same through a review of resumes and organizational photo id, timesheets and by taking an undertaking from the vendor and any other means necessary.

## 25. Functional Gap Specification Study

1. The Bidder will conduct a detailed systems requirements study and provide an IACS Functional Gap Specification Manual ("FGSM") relating to the functionalities as required to support the outcome from existing system. The FRSM must also include all the areas where the Bidder is suggesting a work-around and replacement of customizations with standard functionality. The Bidder is expected to assist the Bank in aligning the business requirements with the application so as to enable centralization of desired business process, eliminate redundant and duplicate processes, increase operational efficiency and improve customer service. Bidder is expected to prepare detailed documentation, presentation, workflows for the business processes affected due to implementation of the IACS Solution and other applications implementation.
2. The Bidder shall provide the FGSM to the Bank for review and comments, and any comments or suggestions of the Bank will be incorporated therein.
3. The Bank will identify functional heads for each process, which would be responsible for the review, comments and sign–off of the FGSM
4. The FGSM will be deemed completed when signed–off from the Bank.

## 26. TECHNICAL REQUIREMENT

1. The software should also integrate with the further scalability to higher version of CBS Solution, if any. The software should also have bi-directional interface with other Business Solutions like MIS, RTGS &

NEFT, Locker Maintenance and Enterprise Data Warehouse (EDW) etc.

2. The Bandwidth requirement needs to be clearly specified. Branches/ROs are presently using bandwidth- VSAT, Leased Lines of 64 Kbps, 128 Kbps, 256 Kbps, 512 Kbps, 2 Mbps.

3. The Proposed Solution should support Oracle. Bank will provide Oracle licenses to the selected bidder.

4. The proposed solution should be capable of-

   a. Running on all kind of connectivity like VSAT, Leased Line, RF, CDMA etc.

   b. Collection the data from heterogeneous environments and easily map with any other related solution.

   c. Scalability to integrate with higher version of CBS and other software solution running in Bank.

   d. Application should run with all existing web browser i.e. Internet Explorer, Mozilla Firefox, Google Chrome etc where clients should be able to connect to the server through URL

   e. Sending alerts through SMS/emails to users at different levels at the time of generation, reminders for non-compliance, on escalation of pending items to various higher levels , critical issues, periodical pending status etc.

   f. The system should be capable of interfacing with mail clients to generate notifications/alert and auto mailers.

   g. For attaching documents of evidence (wherever required) in soft form to the compliance submitted.

   h. The system should be capable of capturing legacy data i.e. historical data about previously conducted inspections of branches/ auditee units.

   i. For generation of multiple MIS reports like Exceptions observed / closed / pending / criticality wise: branch / Region / Zone / Central Office wise, pending issue-wise, age-wise, date wise and other reports as and when required by the Bank.

   j. Data analysis like classification, ageing etc

   k. Configurable Dash board with drill down facility and to track-down the present status. The exceptions generated are to be made available to the stakeholders (on need to know basis) on branch-wise, irregularities-wise preferably through dash board with drill down facility.

   l. The purpose of acquiring the solution is to automate workflow, all other requirements and make online availability of all user functions, including tracking of compliances.

   m. Handling at least 1000 Concurrent Users at initial phase without any limitation of named Users.

   n. Simple user-friendly menu

   o. Availability of full audit trail of all operation by the users

p. All the changes required in the solution promptly, as required by the Bank from time to time.

q. The software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.

5. Display of Dash Board on authorized user's desk at ZO/HO showing the percentage of compliance received from Branch/ZO etc., along with the due dates for completion of compliance/report closure.

6. The software should have the following general features:
   a. Easy to use Graphical User Interface
   b. Highly scalable architecture.
   c. No impact on the performance of the source /destination system to which it is integrated.
   d. Parameterized review options to define set of rules as & when required.
   e. Facility to define workflow as per the rules stipulated by the Bank.
   f. Provision to store all types of audit reports centrally for future check
   g. Provision for archival and retrieval of old records related to audit / inspection
   h. HTTP caching thereby reducing the Bandwidth requirement

7. The bidder shall provide detailed solution architecture showing all internal components of process workflow.
8. The solution should have facility like User Management. The user-management should be available to Administrator(s), The solution should provide option to create users with different levels with different powers.
9. The solution should have capability to generate the log of each activity as required to Bank.

## 10. Hardware Sizing

The Successful bidder will provide a logical design of the Hardware structure required for the project keeping in view its current and future needs and which is necessary to run the suggested application in it and shall be responsible to arrive at the server hardware sizing, its configuration and specification and related software for the application required as per the RFP.

The bidder shall ensure the hardware sizing of Test & Development/UAT and DR site.

## 11. Information Security

The proposed solution should comply with the standard norms of Information Security and shall address the key concern areas, inert alia:

a. Have standard input, communication, processing and output validation and controls
b. System hardening should be done by vendor, if required
c. Access control at DB, OS and Application levels should be ensured
d. Mitigation of Application Security Risks
e. Incident response and reporting procedures
f. Adherence to the password policy of the Bank
g. Data encryption/ protection
h. Compliance to the Regulator's Guidelines issued from time to time

The bidder has to ensure compliance of Information Security according to the policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to Bank.

The proposed solution shall be subject to both pre implementation and post implementation of IS Audit.

12. **Availability measurement and performance parameter**

Bank requires the Bidder to provide reports for all availability and performance parameters a log of all issues that have been raised and

closed / Pending closure by the bidder. The frequency of these reports would be Daily, Weekly, Monthly, Quarterly and Yearly & Event Basis. Apart from the reports on each availability and performance measurement parameter mentioned below, the reporting should also include the following:

a. Utilization of CPU, RAM, Hard Disk , I/O (Peak and Average)
b. Percent of CPU utilized by the system and user activity.
c. CPU utilization broken down by user CPU and system CPU. Tabular report of CPU, Memory, NIC and I/O utilization (peak and average) by application.
d. Percent of physical memory utilized by system and user processes.
e. Problem Trends
f. Redo log shipping, if DR setup
g. Backup
h. Call resolution Time
i. DC & DR Sync

However, all the Availability and Performance Measurement will be on

## 27. Customization

1.  The Bidder is expected to undertake a detailed current system and procedures assessment for the Solution. The Bidder is expected to document the current state assessment and get the same reviewed and approved by the bank. The Bidder is also expected to identify the current state gaps between the procedures and practices followed by the Bank and requirements as per scope of this RFP with the integrated IAMS solution being implemented and get the same reviewed and approved by the Bank.

2.  The Bidder needs to provide all existing management, statutory and regulatory reports as required by the regulatory authorities/institutions. The Bank will not pay any additional customization costs either for gaps observed and/or gaps observed for existing management, statutory or regulatory reports as required by the Bank.

3.  The Bidder is expected to provide a resolution to all gaps observed during Functional Requirement, Product Demonstration, Current Systems Study, Training, User Acceptance Testing (UAT), Business Process Definition (BPD) and subsequent roll out for all the proposed solutions. The cost of customization should be included in the price bid.

4.  Over and above the Bank's existing reports, the Bidder must make provision for configuration/customization/development and delivery of additional reports/MIS from the Solution. Bank at its discretion may avail the development of any additional reports/MIS. The Bidder has to provide a onetime cost for development of reports (for evaluation purpose development of 20 reports) from the Solution. The Bank will pay the proportionate amount on a pro-rata basis to the Bidder based on the number of reports delivered; post the satisfactory acceptance of the reports by the Bank.

The Bank may require the Bidder to address additional requirements that are not either of the following:

- Bug fixes
- Gaps against the functionalities in existing system

The Bidder will have to ensure that the software provided as part of the Integrated Audit Management Solution project meets all the requirements

described in this RFP and carry out all customizations or development work as maybe required by the Bank at no additional charge/fees/expenses. The Bidder will have to provide all the reports as per the requirements of the Bank. The precise scope of the customization and development work to be undertaken by the Bidder will have to be as per the requirements of the Bank as described in the RFP.

The Bidder will have to carry out all the customization related work at the premises of the Bank or off-site in case the customization cannot be carried out at the Bank premises. The Bank will have to be a party to the Functional Requirements Specifications sign-off, UAT, UAT sign-off, Installation sign-off and Implementation signoff. The Bidder will have to install and commission the software for customization and UAT as per Project Plan failing which the Bidder will have to be liable to pay the Bank the applicable penalty for delay (Liquidated damages). The Bidder will have to provide all tools, testing instruments, drivers, consumables, etc. required to install and customize and test the software free of any fees or charges or any expenses. The Bidder will have to document and submit to the Bank all the testing activities, procedures and results. The Bidder is required to ensure that the software provides interfaces to the other application systems at the Bank at no additional cost or fees or charges or expenses. The Bidder will have to provide the Bank weekly progress reports on the bugs/problems reported/points taken up with schedule of date of reporting, date of resolving, and status for all kind of bugs and problems whether reported by bank or Bidder staff.

## 28. Module Integration

The Bidder is expected to build integration between the modules under the scope. For such activity, the Bidder would have to make a system study, identify gaps, resolve the same, test all such scenarios and then implement the same into production. So as to ensure the total integration and functionalities of the system, the Bidder needs to integrate all the software modules. The Bidder will be responsible for fault detection and rectification. The Bidder is responsible to ensure that the integrated systems are fully functional.

## 29. Gap Identification and Resolution

1. The Bidder has to provide all functionalities as offered by IACS and as mentioned in the FGSM.
2. The Bidder will provide the Bank with the gap identification report along with the necessary solutions to overcome the gaps and the time frames.
3. The Bidder will ensure that all gaps identified at the time of system testing will be immediately resolved.

4. The Bidder will ensure that gaps pointed out by the audit and inspection teams, statutory and regulatory bodies, or any other third party agency engaged by the Bank will be immediately resolved.

5. The Bidder shall resolve gaps by proposing a suitable work around or customizing the proposed solution by way of modifications/enhancements, as necessary, to the proposed software solution.

6. The Bidder shall provide all statutory, regulatory and ad hoc reports as required by the Bank in the desired format during the initial phase of customization process.

7. The Bidder shall provide for all subsequent changes to reports as suggested by the statutory and regulatory bodies from time to time immediately to the Bank at no additional cost to the Bank during the Contract period.

8. The Bidder will give adequate time to the Bank for reviewing the gap report.

9. The Bidder will incorporate all the suggestions made by the Bank to the gap report.

10. The Bidder will ensure that they have the necessary infrastructure and people in place to resolve all the gaps within the time lines agreed, for the implementation and roll out.

11. The cost of all customizations as mentioned above is required to be included in the price bid and the Bank will not make any additional costs for such effort till go live. While costing the customization effort required, the Bidder should exclude the effort required from the Bank.

12. The Bidder is expected to document all gaps observed by the Bank at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation.

## 30. Testing

1. The Bank proposes to conduct "User Acceptance Testing" (UAT) of the Solution for the purpose of ensuring that all the functionalities requested for by the Bank are available and are functioning accurately.

2. The Bidder will convey to the Bank that all the customizations that are required to "Go Live", as agreed upon and signed off by the Bank are completed and the solution is ready for testing.

3. The Bank expects the Bidder to help set up the required test & development server at DC at the desired testing centre of the Bank for the purpose of testing.

4. The Bidder will be responsible for preparing detailed test cases including test data.

5. The Bidder will assist the Bank in conducting all the tests and analyzing/comparing the results. Bidder shall provide adequate full

time resources conversant in all business areas, for trouble-shooting and resolving defects during the entire UAT process.

6. Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the Bidder and the Bidder will have to resolve them immediately or within the UAT approach and guidelines, formulated between the Bidder and the Bank. The resolution timelines will be completely aligned to the project timeline of this RFP.
7. The Bidder will be responsible for maintaining appropriate program change control and version control for all the modifications/enhancements carried out during the implementation/testing phase.
8. The Bidder will be responsible for providing and updating system & user documentation as per the modifications.

## 31. UAT

For the implementation phase, all the testing, regression testing should be completed as per respective phased implementation. It will be the Bidder's responsibility to create the testing environment for the Banks employees to do the testing and the Bidder will be required to assist the Bank in the entire testing phase.

## 32. Interface building

All interfaces as mentioned should be developed and successfully implemented as specified in this RFP section as per the respective phases.

Credit Audit, compliance audit, Legal Audit, stock audit modules are available in LLMS. An interfacing should be provided in proposed solution to view the observations of these audits.

Interface with LFAR system should be provisioned to view audit observations.

## 33. Post Production Support

The Bidder will provide post production support of one techno-functional analyst for 90 days from Go-live date at on-site and thereafter off-site support for further 3 months thereafter.

## 34. Roll Out Plan

The Bidder is required to submit the roll out plan (from the date of PO issuance) as per Project Timelines specified in this document. The Bidder is expected to factor in all effort required to adhere to these timelines. The Bank will not accept any plea by the Bidder at a later date for deviating from these timelines on the pretext that the same was not explicitly mentioned in the RFP.

1. Supply additional licenses or components required if any for end to end implementation of solutions
2. Implement and maintain the solution for period of contract.

## 35. Hardware Sizing

The proposed solution shall be hosted on Bank's on-premise hyper-converged infrastructure in Red Hat Linux OS version 7. However, solution should have capability to migrate to any other platform as per the Bank's requirement. Bank shall provide Hardware, Operating System and Oracle Database. However, the selected bidder has to complete Installation, Configuration, Customization, Maintenance and Support of proposed Integrated Audit & Compliance Software.

The successful 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.

Bidder is required to provide for the detailed configuration of the recommended Development, Test, Disaster Recovery and Production server environments as per the requirements mentioned. Hardware intended to be sized by the bidder for proposed Solution should be able to process the peak level transactions projected at the end of contract period, at any point of time seamlessly and adhere to the hardware utilization parameters mentioned in this document.

Inputs required for hardware sizing will be discussed with successful bidder.

**Performance Parameters:**

The sizing for the hardware should consider the following:

1. The sized hardware should be as per industry standard and should consider have high reliability, fault tolerance, redundancy and high availability.

2. The sized hardware for the solution should not exceed 70% of CPU(s), Memory(s), storage space and storage performance utilization levels at any given point in time during the contract period.
3. Clustering of the application and database servers where required
4. The sized hardware and software should support the Solution requirements for a period of 5 years post the acceptance of the solution.

### Network Requirements

Bidders should provide the details of the network requirements for the proposed solution.

### Disaster Recovery

The solution must support Disaster Recovery plans as follows:
1. Allow fail over to a DR Site
2. Provide architecture and design for Disaster Recovery.
3. Disaster Recovery design to support that "No transactions are lost".
4. SI must detail out any licensing information related to Disaster Recovery design.

Peak: The peak utilization of the components mentioned above should not cross 70% of its installed / activated performance parameters even at peak load for the entire contract period.

### Software Licenses

Bank will provide OS, Database, Network as mentioned in the RFP. All other reporting/environmental tools or software required by the bidder to complete the scope of RFP are to be quoted by Bidder with ATS for period of contract.

## 36.     Audit

All actions and activities performed within the system should have a full audit trail that not only simplifies troubleshooting and problem resolution but also provides an audit document to pinpoint accountability. The application architecture should also provide for easy drill down and scale up of information. Business logic should be available and verifiable "as of" a particular point in time to support comprehensive auditing requirements.

There should also be proper audit trail of addition, deletion, modification, activation, deactivation etc. of users and their system

rights. In addition, there should also be proper audit trail of addition, deletion, modification, at the record level showing the changes, users, date and time stamp.

The system should be enabled to generate a detailed audit trail on a daily basis for the following minimum features:

A.   Attempted unauthorized logins
B.   Time of login and logout
C.   Change of passwords
D.   Change of parameters
E.   The audit trail should be at a granular level, and track the user across each activity
F.   All transactions should be time stamped with user ID along with details of modification, if any
G.   Details of databases accessed and modified by the users should be made available through the system
H.   The system should be enabled to store and track all system events, including corrections and cancellations by multiple criteria
I.   The system should maintain an error log in case of missing and/or erroneous data

The bidder should also help to integrate proposes solutions with SIEM.

## 37.  Support

The successful bidder has to ensure support to Bank in following ways for smooth functioning:

## 37.1.  Onsite Support

The bidder has to provide at least two onsite technical experts (having experience of minimum 3 years) after go-live at Pune from 10 AM to 8 PM (except Bank holidays) for technical support without any additional cost such as travelling, lodging, resources etc. from date of issue of purchase order. In case of business requirements, vendor may be asked to depute the resources beyond the above stipulated time. The timing may be changed at bank's discretion. In case of need or emergent situation it may be extended on Sunday/Holidays also.

The key activities that the bidder is expected to perform as part of Level 1 Helpdesk Support is mentioned below. The scope may change and will be for the full period of contract:

a. Categorization of requests into functional clarification, bug or change request.
b. Operational requests such as shifting of branches within zones, Creation or modification of Auditees, etc.
c. Functional clarification / work around to be provided by Level 1 support itself.
d. Bug change requests to be logged and reported for further processing
e. Provide telephonic and / or electronic mechanisms for problem reporting requests as well as for service and status updates.
f. L1 support team will be responsible for first level of trouble shooting.
g. L1 support team needs to assign unresolved call to L2 support team and follow up for resolution.
h. L1 team also has the responsibility to provide the solution to end user after taking the same from L2 team and close the call with appropriate comments.
i. Time/ Call response time / No of call attended report every month.
j. The L1 team should be stationed at the premises of the Bank.
k. Bidder should maintain SLA defined in Annexure which will be provided to the successful bidder.

On-site support should be provided by technical experts conversant with system. Cost of the support will be frozen for the contract period.

During the assignment substitution of resources shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet obligation. In such circumstances successful bidder can do so only with the concurrence of the bank by providing alternate staff of same level of qualifications and expertise. If bank is not satisfied with substitution, bank reserves the right to terminate the contract and recover whatever payments made by the bank to the successful bidder during the course of the assignment besides claiming an amount, equal to contract value as liquidated damages.

Bank may take additional resource/s as per discovered price through this tender process. As the Total Cost of Ownership (TCO) is for 2 onsite resources, cost of 2 onsite resource will be derived proportionately from the TCO of successful bidder.

The onsite resources must have degree of B.E/B.Tech/MCA (IT/Computer Science) and with minimum 3years experience on the solution provided to Bank under this RFP. The Bidder should provide the necessary document on qualification & experience in the desired area of team members.

The technical resources should be competent to handle/ develop/ integrate/ implement/ test/ go-live of the solution/customizations within Bank's stipulated time. Onsite resources are expected to perform development, testing, UAT, preparation of test cases, support, monitoring, certification, implementation, reporting, coordination with banks team/s, Audit compliance, VAPT(Vulnerability Assessment & Penetration Testing) closure, any other statutory compliance, patch installation, fixes, analytics, logged complain for software/hardware issues, fraud risk/rule management & monitoring, day to day MIS reports, conducting DR Drill, DC-DR Drill, database support including performance monitoring, perform daily/weekly/monthly/yearly backup and restoration activity, optimization, maintenance of table spaces, log files, troubleshooting, online replication with zero lag, product documentation, user management and post go-live support. These activities are illustrative and the details will be shared with successful bidder.

It is also the responsibility of onsite resource to keep the solution up and running failing which penalty will be levied as defined in SLA

Onsite engineer will also coordinate/log call with Bank's provided infrastructure/ OEM as Database/Operating system/Hardware etc. to concerned vendor in case any issue is encountered.

Bank reserves the right to claim change in resource based on the performance of the resources.

Detailed process documentation, SOP (Standard operating procedure) and management of solution should be created and submitted before project signoff.

Selected bidder is expected to deploy academically good, technically sound and competent personnel to ensure smooth operations at bank's site. The deputed personnel will be employed by the selected bidder on their payrolls/contracts without having any employment right with the bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank and it would be responsibility of selected bidder to address such issues without involving the bank. 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 vendor 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 vendor.

## 37.2. Maintenance Support

The Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as prescribed in the Service Level agreement (SLA). The support includes, inter alia, maintenance, patch management, upgrades and troubleshooting, audit closures etc.

## 37.3. Project Management

Successful bidder must appoint a Support Coordination Manager dedicated to the Bank account only, immediately after receiving the work order/letter of intent. The Coordination Manager should have direct experience of successful end to end implementation/management of the entire project. The Coordination Manager should be directly and easily accessible to the Bank officials through convenient communication channels like phone/fax/e-mail etc.

Detailed Project review must be conducted during project execution at no additional cost. These reviews are required weekly with the project leaders/project manager or steering Committee level (of successful bidder and the Bank) respectively. The review will be in order to monitor progress of the project and take necessary corrective action, if required. The successful bidder will submit weekly reports regarding the progress of work along with the corrective actions/suggestions and risk management plan. Any document submitted by the successful bidder should be properly backed up by quality review documents. Extension of contract for support however shall be at the discretion of the bank.

### Project Team:

To implement the program and achieve desired objectives, bidder will be required to deployed project team at Bank's premise in Pune. The proposed team shall work with Bank's team. Bidder may be required to involve subject matter experts during the tenure of project. Such SME may be called onsite as and when required.

Profiles should be provided by the bidder for all resources which will be working on the project in following format along with resume and client reference.

| [1] Resource Designation | [2]Educational Qualification | [3]Length of experience | [4]Details of assignments done for IAMS Implementation Projects covered under scope of current RFP | [5]Name and type/industry of Client for which assignment was done in coloumn [4] |
|---|---|---|---|---|
| E.g. Team Lead | Full Time MBA and PMP | 9 Years | Implementation of IAMS for Management Audit | PSU Bank – ABC Bank |

Bidder should provide above details covering all possible work experiences relevant to scope of this RFP documents along with supporting evidences in Technical Bid as the same would be used by Bank for technical scoring. Bank may cross check any of the references through any means. Bank may Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case any reference/ experience/ certification/skill set is found to be inadequate/not genuine/forged, for any of the items above. Bank, at its sole discretion, may exercise any or all of the options against the Vendor

Bidder may be required to move resources from out Bank's project but resource should be released only after written approval from Bank and resource of equivalent or higher skills level should be provided as a replacement.

The bidder must align their resources for this project that are sufficient and capable to execute project on time and with quality , not only for all agreed assignments during, but also a few new requirements that may come up dynamically (if any).

Human resources allocated to the project needs to be consistently available to the Bank for the duration of the engagement. bidder is responsible to ensure that there is no interruption in service, or delaying of committed timelines, due to unavailability of resources, at any time. Unavailability of resources may attract penalty.

Bidder's teams need to work in coordination and fruitful collaboration with Bank's Official and with Bank's existing Service Providers and other stakeholders.

Bidder's Team allocated for this project is expected to include broad level, but not limited to key profile roles. Each role may have multiple resources.

The proposed team shall be composed of experts and specialists in their respective areas of expertise such that the bidder should be able to complete the implementation within the specified time schedule. The resource profiles mentioned above are tentative. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this project. The CV of each such Professional Personnel, if any, should also be submitted.

Bidder may ramp up or ramp downs the resource for various milestones. However initial plan (resource projection from each activity) should be submitted along with the technical bid.

The proposed onsite resources are required to work from Pune Only

During the assignment, the project director/ leads and key personnel identified for the assignment should to continue their services exclusively for the Bank under this RFP till completion and the substitution of key staff 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 unavoidable circumstances, the selected bidder, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Bidder during the course of the assignment pursuant to this RFP. However, the Bank reserves the unconditional right to insist the selected Bidder to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of assignment pursuant to this RFP.

The Bank will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the bidder to the satisfaction of the Bank.

## 38. Training

The Bidder will be responsible for training the Bank's employees in the areas of parameterization, implementation, migration, operations, management, error handling, system administration, etc. The training should at least cover the following areas:

a. Functionality available in the solution
b. Customization development
c. Parameterization
d. Data Migration (data mapping, field validations, default values, gaps in data migration, manual data entry programs etc.)
e. Impact analysis
f. Techniques of generating various reports from the solution provided
g. System and Application administration
h. Log analysis and monitoring

| Sl. No. | Training Type | Min. No. of Days/ Weeks per Batch | Batches |
|---|---|---|---|
| 1 | Executive Awareness | 1 day | 1 |
| 2 | Core Team training | 3-5 days | 1 |
| 3 | Technical Users training | 3-5 days | 1 |

No. of Trainees per batch will be decided by the Bank

All the trainings would be held at the appropriate sites (Bidder and Bank premises as identified from time to time) and the Bidder has to organize the trainer/s.

The Bidder will be expected to deliver to the Bank one (1) physical copy and one (1) electronic copy of documentation for each of the deliverables and online context-sensitive help module included in the software to enable the Bank's personnel to use and understand the operations of the deliverables. The Bank may make additional copies of the Bank specific documentation for their internal use

The key trainings as per the RFP are mentioned below. The Bidder have to quote for the complete cost for conducting the training for the Bank users.

### 7.22. ANNEXURE D : ELIGIBILITY EVALUATION

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.5 crores (each year) in the past three financial years (2018-19, 2019-20 and 2020-21). 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 **FY 2018-2019** **FY 2019-2020** **FY 2020-2021** |
| 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 | | Supporting document. Undertaking confirming availability of direct support at Pune |

| Sr. No | Eligibility Criteria | Complied (Yes/No) | Supporting Required |
|---|---|---|---|
| | Bidder at Pune | | |
| 5 | The bidder should be OEM / authorized partner for the software quoted for (Proof to be submitted). Either OEM or authorized partners of OEM can bid in a tender but not both. | | |
| 6 | The Bidder shall not have been blacklisted by any government organization/State Govt./PSU/ banks. | | Self-Declaration / An undertaking on letter head to this effect is to be submitted by the bidder with Technical Bid. |
| 7 | At the time of bidding , Bidder/OEM should not have any mitigation 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. |
| 8 | The Bidder should have experience of completing at least 2 projects covering implementation and support for IAMS modules in at least two Scheduled Commercial Banks in India successfully. The solution should be live as on date of floating of RFP. The bidder should submit a letter issued by the scheduled commercial banks stating the services are found satisfactory. | | Successful completion certificates or engagement letter from the Bank. Or PO / Agreement copy along with latest invoice<br><br>The Bidder to submit successful completion letter/PO or legal agreement and latest invoice |
| 9 | Bidder should have Core Team of Minimum 2 resources having experience of minimum 4 years in Audit Management Software in implementation of any of following RBIA, Concurrent, Management & IS Audits to execute the current assignment of implementation of modules. Profile of proposed team members is required to be furnished. List and Profiles of resources having such expertise detailing the projects handled to be provided Including a list of resources to be deployed for the Bank project to be submitted | | Profiles of Team remembers with relevant proof of implementation. |

| Sr. No | Eligibility Criteria | Complied (Yes/No) | Supporting Required |
|---|---|---|---|
| 10 | Adoption Integrity Pact | | Submitted Integrity Pact on Rs. 500 Stamp Paper as format prescribed in Annexure 13 |

*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.

## 7.23. 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. License and Implementation Cost

| Sn | Specifications | License Cost | Implementation Cost |
|---|---|---|---|
| 1 | Sign off of Functional Requirement Specification by Bank and SI | 10% | 10% |
| 2 | UAT sign off Phase1 | 15% of license Cost | 10% |
| 3 | UAT sign off Phase2 | 15% of license Cost | 10% |
| 4 | UAT sign off Phase3 | 10% of license Cost | 10% |
| 3 | Go live Phase 1 | 10% of license Cost | 10% |
| 4 | Go live Phase 2 | 10% of license Cost | 15% |
| 5 | Go live Phase 3 | 10% of license Cost | 15% |
| 6 | After set up of DC DR and successful completion of at least one DR drill | 10% of license Cost | 10% |
| 7 | After completion of warranty period of Application software | 10% of license Cost | 10% |

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.

**2.     Payment on Onsite Support and implementation:**

The Successful bidder has to ensure availability of the manpower requirement as per the RFP. The payment for the Cost of Manpower for onsite support will be payable quarterly in arrears.

**3.     AMC/ATS of Software:**

The AMC cost after warranty period, shall be paid quarterly in arrears for the subsequent years. All Software proposed as part of the solution should be maintained with back to back 24x7x365 support from the respective OEMs by the Successful Bidder till the end of the contract period. 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.

The Warranty period of one year will commence from the date of GO LIVE sign off of the first module in each of the 3 phases independently

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 release by IT Department, as per above payment terms on submission of delivery challan and installation 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.

### 7.24. ANNEXURE F : PROJECT TIMELINES

The proposed solution must be implemented as per project scope within a period of 4 months in totality from the date of placing order by Bank. However, the solution needs to be rolled out in phases as explained below:

Below 19 modules should be implemented in 3 phases:

(1) RBIA (Risk Based Internal Audit) of General Branches, Specialized Branches, Central Processing Cells like Retail, Agriculture, MSME, etc. (with provision of special reports)
(2) Special Reports
(3) Surprise Inspection
(4) Special Inspection / Audit
(5) Snap Audit
(6) Short Verification Audit
(7) Income and Expenditure Audit of branches
(8) Expenditure Audit of Zonal Offices
(9) Management Audit of Zonal Office, HO Departments and Subsidiaries (e.g. MGB, METCO)
(10) Concurrent Audit
(11) Information System Audit of Branches, In-house developed applications, outsourced IT services, ISO Compliances, etc.
(12) Currency Chest Audit – Bimonthly Cash Verifications
(13) Cash and security verification Inspection
(14) Forensic Audit
(15) Zonal Level Review Committee (ZLRC)
(16) Staff Accountability Examination
(17) Offsite Monitoring Unit (OMU)
(18) Attendance Report for Inspecting Officers
(19) Any other audits/inspections conducted by bank

1. Each **Phase 1** and **2** will include 6 modules each. Modules will be selected by the Bank as per immediate requirement of the Bank
2. Phase 3 would include remaining 7 modules
3. Bank expects implementation of all the phases with production signoff within 4 (Four) Months from Date of Purchase Order.

## 7.25. 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 >= 99.00% | No Penalty |
| 99.00% =< A <98% | 2% of cost of monthly ATS charges |

| Uptime Percentage | Penalty Details |
|---|---|
| 98.00% =< A <= 96% | 5% of cost of monthly ATS charges |
| A < 96% | Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly ATS 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 ATS 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 hours x 90% = 4.5 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:

(Minimum Uptime Percentage – Uptime Percentage) x 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.:

1. 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.
2. 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
3. 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 |

## 7.26.   ANNEXURE H: COMPLIANCE TO FUNCTIONAL SPECIFICATIONS

- All the functionalities mentioned here are mandatory. Even if these functionalities have not been demonstrated at the time of technical evaluation (Marked as unavailable or customizable). bidder has to provide/customize these functionalities at the time of implementation.

- Following methodology will be adopted for scoring functional parameters as under:

| 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 Marks shall be allotted) |
| Not supported / Unavailable | UA | This capability is neither supported nor available with this Solution. (0 or No Mark shall ) |

Requirements with Category Mandatory must fall under category RA or CU

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| A | The solution should have provision | | | | | | |
| 1 | Uploading the Bank's updated guidelines/circulars/manuals formats / checklists from where the user can refer for easy and ready reference / Facility to mark them to various types of audits. | | | | | Mandatory | |
| 2 | Introduction of various checklists / generation of reports to scrutinize, analyze, make observation and report to top management. Periodic updation in various checklist as per requirement with respect to risk perception, introduction of new products & inputs from field and HO verticals. | | | | | Mandatory | |
| 3 | Monitoring of critical and pending issues, generation of various MIS reports and analysis thereof. | | | | | Mandatory | |
| 4 | Risk Module (Matrix) periodic updating based on risk perception & periodicity. | | | | | Mandatory | |
| 5 | The system should be configurable and parameter based to accommodate future requirement of incorporating any other type of Audit requirements. E.g. Admin should be able to add / modify / delete the inspection checklist parameters. Or any other parameters required to be change as per part of audit SOPs of the Bank | | | | | Mandatory | |
| 6 | Should be able to list and display audit observations for all the audit modules for particular customer account | | | | | Mandatory | |
| 7 | An auditor should be able to give comment for an account in all types of Audits | | | | | Mandatory | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| 8 | An auditor should be able audit more than one branch simultaneously | | | | | Mandatory | |
| 9 | More than one Auditor (i.e multiple auditors) can be allotted/ assigned to a single branch | | | | | Mandatory | |
| 1 | RBIA (Risk Based Internal Audit) | | | | | | |
| 1.1 | The system shall be able to accommodate functionality of audit at the Branches, Zonal Offices, Head Office Departments, other offices, Inspectorates, and Inspection Department, Head Office (HO) | | | | | | |
| 1.2 | System should provide workflow facility for Audit Life Cycle management which includes audit planning, execution, report preparation, closure, management reporting, etc | | | | | | |
| 1.3 | The proposed software should be able to identify and keep track of all auditable units/branches of the bank. | | | | | | |
| 1.4 | The System should be able to address the following dimensions. a. Pre Audit requisite for auditor b. Grouping of Products, Services, Processes c. Identification & categorization of risks as High/Medium/Low. d. Implementation of Audit Plan based on Risk Category. | | | | | | |
| 1.5 | The system should enable pre-configured templates relating to Business Risks, Control Risks, Other Formats. Templates will be shared with successful bidder. Also addition/deletion/modification in any of the formats will be decided by Bank. Number of templates may vary as per requirement of the Bank. Bank should be able to change in formats / templates in the system by Bank's official. | | | | | | |
| 1.6 | User Maintenance – There should be secured user administration in the application. Access and permission to each user to be confined strictly to the respective roles, as defined by the Bank. | | | | | | |
| 1.7 | System shall maintain and update the branch profile i.e. category, risk profile, etc. | | | | | | |
| 1.8 | Customization will be as per the Bank's requirement and it should conform to the latest guidelines issued by the various regulators and Bank policies and to be adapted as per need of the bank, which is dynamic in nature. | | | | | | |
| 1.9 | Risk assessment by the software should not only indicate the level of risk as Extremely High, Very High, High, Medium and Low but also the trend of risk in terms of increasing, decreasing or stable/Risk movement and analysis. | | | | | | |
| 1.10 | The system should enable the Bank to prepare a Risk Audit Matrix which would be based on the control risk and business risk. | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| 1.11 | System should have: Automatic generation of risk rating / matrix and suggested audit frequency as per Bank's Policy, The Business Risk is based on quantitative data uploaded/fed into the application and Control Risk is calculated as per onsite audit process in the application. | | | | | | |
| 1.12 | Provision to downgrade/upgrade business risk/control risk status at Inspectorate and generation of log history for the same should available. | | | | | | |
| 1.13 | System should have option to generate Inspection plan at HO based on the previous Inspection rating and the Bank's policy on frequency of audit (with a provision to reschedule the inspection in case of need). System should have option at inspectorate to assign & schedule / reschedule / Modify schedule RBIA of a branch. | | | | | | |
| 1.14 | Inspection scheduling based on the availability of Inspectors and the Bank's audit plan. Assignment of audit to a team of Inspectors can be done through the application. | | | | | | |
| 1.15 | The system should allow any number of auditors to be tagged to each auditee for the purpose of audit. Like, audit can be handled by a single auditor or team of auditors. In case of more than one auditor, one of them will be designated as leader. | | | | | | |
| 1.16 | One Auditor can continue at more than one branch for RBIA at given point in time. Also, One Auditor can continue more than one audits (other than RBIA) at given point in time. | | | | | | |
| 1.17 | The system should be able to allot man-days as per user's requirement. Automatic calculation of man days taken for inspection against man days allotted | | | | | | |
| 1.18 | The system should store the status regarding various inspection reports such as open, closed, partial rectification, closed with open items. Bank should be able to define such parameters. | | | | | | |
| 1.19 | Automated data extraction of Audit Data from various systems available with the bank. Audit data – it can be extracted from various IT system available in the Bank such as CBS, LLMS, MIS reports or other systems or manually prepared by the auditor at the site which is a part of the report. At the start of audit, the data shall be pulled from CBS, LLMS or other system to IAMS in one step. | | | | | | |
| 1.20 | Automatic sampling of loan accounts to be considered under current RBIA. (As per Bank's policy which is updated from time to time.) There should be provision for an auditor to manually add / select an account if he identifies | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| | observation / irregularity in account which is not included in above sample list or if he wants to audit few more accounts. | | | | | | |
| 1.21 | The Bank should be able to create any types of Inspection with suitable check list as per changing needs / requirements. Any changes in format or check list should be easily available in the software by the Bank's team. | | | | | | |
| 1.22 | Audit observations are in 3 types, (1) Observation (2) Positive confirmation – certificate (3) Adverse remarks – irregularities which require compliance. | | | | | | |
| 1.23 | The RBIA report will be discussed with the Auditee before finalization. There should be a provision in the system to generate the reports on irregularities to auditee during the course of Audit on daily basis to enable about the spot rectification of the observed irregularities by branches. | | | | | | |
| 1.24 | Immediately after finalization of RBIA by the Internal Inspector, it should be made available to Inspectorate along with summary report. Inspection report after approval of Inspectorate should be issued to respective Auditee / ZO / Inspectorate / HO as required along with summary report. | | | | | | |
| 1.25 | Audit report to be made available online to the Branch/respective offices. Auditee should be enabled to give reply online to the ZO to Accept or Reject with comments and confirm completion of compliance. | | | | | | |
| 1.26 | Intimation of days' observations to authorized official/s of the branch for initiation of spot rectification by Email / SMS on generation of report by Auditor. | | | | | | |
| 1.27 | All branches / Auditees will be required to submit rectification of major / other observations / irregularities within a specified time (as per policy of the Bank). The system should generate e-mail reminders to the Auditees / ZOs / HO Departments. | | | | | | |
| 1.28 | The Controller shall examine the rectification report and will either accept or reject it with comments. Auditee can re-submit the rectification. | | | | | | |
| 1.29 | Display of Observations / Irregularities with Inspector's comments, branch reply, spot rectification details with date etc., for the authorized Officers at ZO to decide to close any inspection observations / report or to raise follow up query against any of the point. | | | | | | |
| 1.30 | Provision for Inspection report closure as per Bank's norms. Like ZO Office should have menu to issue Closure Certificate after: • 100% compliance of all irregularities / observations OR | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| | • The closure is approved by ZLRC (Committee comprising of ZO and Inspectorate for taking closure decisions) | | | | | | |
| 1.31 | The observations / irregularities not accepted by Zonal Office will be available for recording further replies till the inspection report is closed. All Observations / irregularities which are unrectified at the closure of inspection should be carried over as Persistent Irregularities in next Audit Report. | | | | | | |
| 1.32 | Facility to report Income Leakage identified during RBIA with details like area, account number, amount, etc. This has to be signed by Inspecting Officer and Branch Manager / Auditee Head. | | | | | | |
| 1.33 | Documents upload Facility, so that authorized user can float confidential documents like Special Reports/Investigation Reports etc., marked to specific users through the system and would be instantly and confidentially available to the specific users while they login to the system. | | | | | | |
| 1.34 | Offline (upload facility) for comment / Observation / irregularity is required for RBIA audit module. | | | | | | |
| 1.35 | Audit Software should comply with the official language policy so that audit Report/Compliance can be submitted in Hindi also. | | | | | | |
| 1.36 | Instant Generation of Risk Assessment Matrix, trend analysis report after branch inspection. This can be generated operational area-wise under Business Risk/Control Risk Classifications | | | | | | |
| 1.37 | Any report on any irregularity / risk status or branch efficiency on any operational area in respect of any of the previous Inspection of any Auditee should be instantly generated. | | | | | | |
| 1.38 | Risk assessment by the software should not only indicate the Risk rating as Extremely High, Very High, High, Medium and Low but also the trend of risk in terms of increasing, decreasing or stable. | | | | | | |
| 1.39 | The system should be able to generate letters / e-mail for the communication of rating by ZO / Inspectorates / Head Office to the branches. The system should store the ratings. It should be possible to store the ratings of earlier years also and generate various types of the reports based on the ratings. The Controlling offices should be able to generate reminders through letters/emails/SMS etc. in respect of branches / Offices where Inspection reports are pending. This should be for Branches coming under respective Controlling Offices. | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| 1.40 | Complete Inspection Cycle and Historical Data maintenance matching with Bank's Inspection process flow cycle and reporting formats is to be captured in the system. The whole process of capturing of legacy data shall be completed by the time of go-live. File upload in structured format be provided. | | | | | | |
| 1.41 | The transfer/upload of the legacy data into the solution compatible file structure shall be the responsibility of the bidder. | | | | | | |
| 1.42 | System should support alert and escalation mechanism by way of SMS and Email for various events / milestones as required / defined by the bank. | | | | | | |
| 1.43 | Reports to be generated<br>a. Summary Report<br>b. Zone-wise report on Branches under Audit for specified date range.<br>c. Zone-wise report on Branches completed Audit for specified date range<br>d. Zone-wise report on Branches outstanding for closure for specified date range e. Zone-wise report on Branches with irregularities Part 1, Part 2 with risk rating<br>f. Zone-wise report on Branches with irregularities open / closed Part 1, Part 2 with risk-wise.<br>g. List of branches overdue for inspection<br>h. Trend Analysis for Risk Rating.<br>i. Zone-wise Branch-wise list of persistent irregularities<br>j. Zone-wise list of High/Medium/Low<br>k. List of inspection carried out by particular Inspecting Officer in specified date range<br>l. List of inspection carried out by Inspecting Officers in the Inspectorates in specified date range<br>m. Income Leakage identified Branch-wise / Zone-wise<br>n. Ad-hoc reports | | | | | | |
| 2 | Special Reports: The System should be able/allow to perform following functionalities: | | | | | | |
| 2.1 | While conducting RBIA/Concurrent Audit/Statutory Audit of the branch, if the Inspecting Officer wants to bring any matter of high importance/irregularity, to the attention of Head office, a menu/tab/option is made available. | | | | | | |
| 2.2 | Options to select any particular account/case along with the observations made in RBIA report/Concurrent Audit report etc | | | | | | |
| 2.3 | Option for adding more irregularities/comments/remarks, which are not to be reported in RBIA/Concurrent Audit in Special report menu | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| 2.4 | An option to generate statement of account available for date range. | | | | | | |
| 2.5 | Option for uploading supporting documents in PDF/Word/Excel etc., format available account wise/case wise | | | | | | |
| 2.6 | Provision for uploading Lapses sheet, Officer wise with provision for attachments | | | | | | |
| 2.7 | Amendments/Save option to maker, before final submission. After final submission of report, amendments are allowed with the approval of AGM/DGM/GM, Inspection Department, HO | | | | | | |
| 2.8 | Reports to be generated The viewing authorities should be able to download the Special report in PDF/Word/Excel etc., format along with the supporting documents. Data on pendency of report should be generated. An option to generate the account-wise irregularities in excel format should be provided. An option to Officers/AGM/DGM/GM Inspection Department, Head Office to update the status of Report as Case is under Study/Further investigation is underway/Say called/Staff Accountability Examination conducted/File forwarded to Vigilance Department etc., | | | | | | |
| 3 | Surprise Inspection: The System should be able/allow to perform following functionalities: | | | | | | |
| 3.1 | HO to obtain List of eligible branches as per criteria. | | | | | | |
| 3.2 | Surprise Inspection is planned quarterly. HO to select and prepare plan for the quarter. | | | | | | |
| 3.3 | Plan to be approved by HO and then available to Inspectorate. | | | | | | |
| 3.4 | Inspectorates assign branches to Inspecting Officers under them accordingly during the quarter. | | | | | | |
| 3.5 | Inspector to commence inspection, prepare report and then submit. | | | | | | |
| 3.6 | Branches to submit the compliances to the observations/ irregularities. | | | | | | |
| 3.7 | Report is to be closed in one month from the date of completion of SI. Branches send compliances to ZO and ZO in turn will close the report, similar to process flow in RBIA. | | | | | | |
| 3.8 | ZO to Accept or Reject compliances with comments. Branches to resubmit the rejected observations / irregularities again. | | | | | | |
| 3.9 | ZO to close the report. | | | | | | |
| 4 | Special Inspection / Audit: The System should be able/allow to perform following functionalities: | | | | | | |
| 4.1 | Head Office / Inspectorate assign Special Inspection of branch/es to Inspecting Officer/s. | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| 4.2 | Immediately after finalization of RBIA by the Internal Inspector, it should be made available to Inspectorate along with summary report. | | | | | | |
| 4.3 | Inspection report after approval of Inspectorate should be issued to respective Auditee / ZO / Inspectorate / HO as required along with summary report. | | | | | | |
| 4.4 | Branch can punch rectification for observations pointed out by Inspector | | | | | | |
| 4.5 | Zonal Office can accept or reject with comments and confirm completion of compliance | | | | | | |
| 4.6 | Branch can re-submit the rectification for compliances rejected by ZO. | | | | | | |
| 4.7 | Provision for Inspection report closure as per Bank's norms. Like ZO Office should have menu to issue Closure Certificate after: 100% compliance of all irregularities / observations OR The closure is approved by ZLRC (Committee comprising of ZO and Inspectorate for taking closure decisions) | | | | | | |
| 4.8 | Facility to report Income Leakage identified during RBIA with details like area, account number, amount, etc. This has to be signed by Inspecting Officer and Branch Manager / Auditee Head | | | | | | |
| 4.9 | Documents upload Facility, so that authorized user can float confidential documents like Special Reports/Investigation Reports etc., marked to specific users through the system and would be instantly and confidentially available to the specific users while they login to the system | | | | | | |
| 4.10 | Persistent / Uncompleted irregularities of last RBIA are carried over in this Audit | | | | | | |
| 4.11 | Persistent / Uncompleted irregularities of This Inspection are carried over to next RBIA. | | | | | | |
| 4.12 | Alert and escalation mechanism by way of SMS and Email for various events / milestones as required / defined by the bank. | | | | | | |
| 4.13 | Reports to be generated: Summary Report Zone-wise report on Branches under Audit for specified date range. Zone-wise report on Branches completed Audit for specified date range Zone-wise report on Branches outstanding for closure for specified date range Zone-wise report on Branches with irregularities Part 1, Part 2 with risk rating Zone-wise report on Branches with irregularities open / closed Part 1, Part 2 with risk-wise. Trend Analysis for Risk Rating. List of inspection carried out by particular Inspecting Officer in specified date range | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| | List of inspection carried out by Inspecting Officers in the Inspectorates in specified date range<br>Income Leakage identified Branch-wise / Zone-wise<br>Adhoc reports | | | | | | |
| 5 | Snap Audit: The System should be able/allow to perform following functionalities: | | | | | | |
| 5.1 | Based on various criteria / requirement, ZO to select branches for snap audit. | | | | | | |
| 5.2 | ZO to schedule branches for audit and assign to Officers from Zone. | | | | | | |
| 5.3 | Checklist / format for Snap Audit will be shared. | | | | | | |
| 5.4 | Auditor will fill checklist and post his observations/ irregularities. On submission, the report will be available to ZO/HO/Branch/Inspectorate. | | | | | | |
| 5.5 | Auditee branch to submit compliance remarks against each observation pointed out by Inspecting Officer with evidence if required. (Attachment- pdf/jpeg/png/.doc/.xls). | | | | | | |
| 5.6 | After submission of compliances by branches, the same will be available to ZO for compliance verification mark accept/ reject with comments and timelines. | | | | | | |
| 5.7 | On receipt of satisfactory compliance, ZO will generate closure note. | | | | | | |
| 5.8 | System should be available to allow closure of report even in cases where observations are returned with timelines for further compliance. | | | | | | |
| 5.9 | Closure Letter of the Snap Audit will be generated by ZO. | | | | | | |
| 5.10 | Alerts and escalation mechanism by way of SMS and Email for various events / milestones as required / defined by the bank should be available. | | | | | | |
| 5.11 | The solution should include but not restricted to the following reports:<br>a. Branch/ZO/Inspectorate wise Audit Report – Audit report of individual branch/office.<br>b. Auditee wise observations of auditors.<br>c. Auditee wise compliance<br>d. Ageing report (Single/Consolidated) - Observations with date of observation and date of compliance and their difference.<br>e. Due date wise pending observations (where observations are returned for further compliance but the report closed).<br>f. At HO report for any given date range. | | | | | | |
| 6 | Short Verification Audit: The System should be able/allow to perform following functionalities: | | | | | | |
| 6.1 | Based on various criteria / requirement, ZO select branches for Short Verification Audit after closure of RBIA / specified period from the date of RBIA. | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| 6.2 | System to show list of eligible branches. | | | | | | |
| 6.3 | ZO to schedule branches for audit and assigning to Officers within Zone. | | | | | | |
| 6.4 | Give access of RBIA Report, Compliance and Closure Certificate to auditor on assignment. | | | | | | |
| 6.5 | System should display all major irregularities and allow auditor to select 50 for verification. In case count of Major irregularities is less than 50, all irregularities be displayed and auditor can select remaining to make total 50. Auditor can select more than 50 also. | | | | | | |
| 6.6 | There should be a functionality to upload a file (annexures) if required by the auditor. | | | | | | |
| 6.7 | Auditee branch need to submit compliance remarks against each observation pointed out by Inspecting Officer with evidence if required. (Attachment- pdf/jpeg/png/.doc/.xls). | | | | | | |
| 6.8 | After submission of compliances by branches, the same will be made available to ZO for compliance verification. | | | | | | |
| 6.9 | If for any observation, the compliance remark/evidence is not sufficient, the same can be returned to auditee with remarks with timelines for further compliance by ZO. | | | | | | |
| 6.10 | Alerts and escalation mechanism by way of SMS and Email for various events / milestones as required / defined by the bank should be available. | | | | | | |
| 6.11 | The solution should include but not restricted to the following reports: a. Branch/ZO/HO wise Audit Report – Audit report of individual branch/office. b. A report showing auditee wise observations and compliances. c. Consolidated MIS (Branch name, RBIA Date, RBIA Closure Date, Risk ratings, SVA Date, Auditor name/s) d. Zone wise report showing RBIA conducted and SVA due / conducted. e. A report showing pending observations with aging. | | | | | | |
| 7 | Income and Expenditure audit of branches: The System should be able/allow to perform following functionalities: | | | | | | |
| 7.1 | Income & Expenditure Audit of selected branches is undertaken by the Bank every year. Currently the frequency is October to September. The leakage of income arising out of deviations from / non-adherence to the prescribed guidelines at any branch is expected to be identified by the auditors and recovered immediately by the concerned auditee. | | | | | | |
| 7.2 | Auditors are external / internal. | | | | | | |

01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)

बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
भारत सरकार का उद्यम
एक परिवार एक बैंक

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| 7.3 | Provision for uploading audit plan, assignment to auditors, start of Audit, Completion of Audit, closure of Audit. | | | | | | |
| 7.4 | Checklists/Formats for income and expenditure audit will be shared with successful bidder. Addition/deletion/modification in any of the formats / circulars will be decided by Bank. | | | | | | |
| 7.5 | Bank should be able to Modify/Add/Delete Formats/Checklist. | | | | | | |
| 7.6 | There should be a facility to upload a file (annexures) if required by the auditor. | | | | | | |
| 7.7 | Facility to Branch to submit/upload compliance. | | | | | | |
| 7.8 | On receipt of full recovery of income leakage identified by auditor, ZO will close the report. | | | | | | |
| 7.9 | H.O. will have rights to change income leakage identified amount based on representation by Branch through ZO, with justification. | | | | | | |
| 7.10 | In case of closure without full recovery, it will be decided in ZLRC. | | | | | | |
| 7.11 | The solution should include but not restricted to the following reports:<br>a. Branch wise Audit Report – Audit report of individual branch.<br>b. A report showing auditee wise/Zone wise/Inspectorate Wise/Bank wise Income Leakage identified by auditors.<br>c. A report showing auditee wise compliance i.e. full / partial recovery of income leakage.<br>d. Consolidated MIS (Branch name, Auditor name, audit start date, end date, compliance date, closure date, Leakage Identified)<br>e. A report showing auditee-wise pendency (due to unrecovered income leakage) f. A report showing auditor wise income leakage | | | | | | |
| 8 | Expenditure Audit of ZO's : The System should be able/allow to perform following functionalities: | | | | | | |
| 8.1 | Conduct of Exp. Audit - At various zones by the AGM inspection cells. As per checklist facility to put remarks. After submit of reports to be available to Concerned Zone/ Inspectorate & HO. Alert via SMS & Email to stakeholder. | | | | | | |
| 8.2 | Submission of Compliance by Zones | | | | | | |
| 8.3 | HO – Accept Compliance / Reject with comments. Zo can Re-submit. | | | | | | |
| 8.4 | Note for Closure to Gen Manager – Observations, Compliance, Comments. | | | | | | |
| 8.5 | Closure certificates to ZO | | | | | | |
| 8.6 | Reports to be generated<br>a.    Pending for conduct.<br>b.    Pending for compliance.<br>c.    Pending for closure.<br>d.    Audit completed.<br>e.    Audit closed. | | | | | | |
| 9 | Management Audit: The System should be able/allow to perform following functionalities: | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| 9.1 | System should suggest Annual Plan based on last Risk Ratings and frequency of audit. Provisions to be provided to the Department for modifications in the Plan. | | | | | | |
| 9.2 | Audit is undertaken by executives from bank or external auditors other than bank employees or jointly. | | | | | | |
| 9.3 | On approval of plan, system to assign auditor/s for each audit and an allotment letter to be generated in prescribed format. | | | | | | |
| 9.4 | Addition/deletion/modification in any of the formats/checklists will be decided by Bank. Bank should be able to change in formats by users at HO. | | | | | | |
| 9.5 | Auditor will give observations (can attach files in pdf/jpeg/png/.doc/.xls formats) and give action points with Risk Ratings. | | | | | | |
| 9.6 | After submission, the report will be available to ZO/HO. | | | | | | |
| 9.7 | ZO need to submit compliance remarks against each observation pointed out by Inspecting Officer with evidence if required. (Attachment-pdf/jpeg/png/.doc/.xls). Facility to upload compliance in given format to be provided. | | | | | | |
| 9.8 | HO Inspection will do compliance verification and accept or reject with comments. ZO can resubmit. | | | | | | |
| 9.9 | Generation of closure note and Closure Letters after compliances mentioned in the closure note thereof. | | | | | | |
| 9.10 | All Reports to be generated as per point j in section 4.2.7. Management Audit of the RFP | | | | | | |
| 10 | Concurrent Audit: The System should be able/allow to perform following functionalities: | | | | | | |
| 10.1 | Audit Frequency is monthly / quarterly. | | | | | | |
| 10.2 | Concurrent Auditors are required to carry out all the verification on a continuous basis. | | | | | | |
| 10.3 | Auditors are external / internal. | | | | | | |
| 10.4 | System should display eligible Branches for Concurrent Audit as per criteria. HO can select/mark Branches/Departments to be covered from list and also additionally. | | | | | | |
| 10.5 | Provision for approving the audit plan. System should generate appointment letter, mark acceptance, mark start and mark completion. | | | | | | |
| 10.6 | Checklists/Formats for Concurrent audit will be shared. Addition/deletion/modification in any of the formats / circulars will be decided by Bank. | | | | | | |
| 10.7 | Bank should be able to Modify/Add/Delete Formats/Checklist. | | | | | | |
| 10.8 | There should be a facility to upload a file (annexures) if required by the auditor. | | | | | | |
| 10.9 | Provision for the classifying irregularities Major/minor. | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| 10.10 | Provision for carry forwarding the unrectified irregularities as Persistent Irregularities for next month. | | | | | | |
| 10.11 | Facility to Branch to submit/upload compliance. | | | | | | |
| 10.12 | On receipt of full compliance for the observations, ZO will close the report. | | | | | | |
| 10.13 | Facility to report Income Leakage identified during RBIA with details like area, account number, amount, etc. This has to be signed by Inspecting Officer and Auditee Head. | | | | | | |
| 10.14 | H.O. will have right to change income leakage identified amount based on representation by Branch through ZO, with justification. | | | | | | |
| 10.15 | In case of closure without full compliance / recovery, it will be decided in ZLRC. ZO will mark closure with ZLRC comments. | | | | | | |
| 10.16 | The solution should include but not restricted to the following reports:<br>a. Branch wise Audit Report – Audit report of individual branch.<br>b. A report showing Month wise/auditee wise/Zone wise/Inspectorate Wise/Bank wise concurrent audit reports with classification of irregularities as major/minor.<br>c. A report showing Month wise/auditee wise/Zone wise/Inspectorate Wise/Bank wise Income Leakage identified by auditors.<br>d. A report showing auditee wise compliance i.e. full / partial recovery of income leakage.<br>e. Consolidated MIS (Branch name, Auditor name, audit start date, end date, compliance date, closure date, Leakage Identified)<br>f. Report showing major irregularities identified by auditors Branch wise/Zone wise/Inspectorate wise/Bank wise in a particular month.<br>g. Report showing persistent irregularities identified by auditors Branch wise/Zone wise/Inspectorate wise/Bank wise in a particular month.<br>h. A report showing auditee-wise pendency of irregularities and unrecovered income leakage.<br>i. A report showing auditor wise income leakage. | | | | | | |
| 11 | Information System Audit: The System should be able/allow to perform following functionalities: | | | | | | |
| 11.1 | At Branch/Zonal Office: Planning: Annual Plan will be made at HO Inspection and approved by competent authority. Branches to be allotted to auditor as per the quarterly plan. | | | | | | |
| 11.2 | Audit: There is a defined checklist for branch audit which should be pre-loaded in application. The same will be filled by the auditor. | | | | | | |
| 11.3 | Exit meeting to be conducted at the end of audit & report to be captured. | | | | | | |
| 11.4 | Audit Report to be released after approval from Information System Audit Head at HO Inspection. | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| 11.5 | Compliance: a) For Branches: Auditee (Maker) need to submit compliance remarks against each observation with evidence (Attachment-pdf/jpeg/png/.doc/.xls). Facility to upload the attachment. | | | | | | |
| 11.6 | RITC officer (Checker) to check compliance remarks submitted by branch/office. | | | | | | |
| 11.7 | For Zonal Offices: RITC officer (Maker) need to submit the compliance remarks against each observation with evidence(Attachment-pdf/jpeg/png/.doc/.xls). Facility to upload the evidences. | | | | | | |
| 11.8 | DZM (Checker) to check compliance remarks submitted by RITC officer. | | | | | | |
| 11.9 | After checking by DZM/RITC officer, the same to be available to Information System Audit team at HO Inspection for compliance verification and recommending for closure. | | | | | | |
| 11.10 | If for any observation, the compliance remark/evidence is not sufficient, the same can be returned to auditee with auditor remarks & auditee can resubmit the compliance. | | | | | | |
| 11.11 | Closure: General Manager Inspection & Audit to review the compliance and approve closure the audit report. IS audit cell to mark closure remarks in the system & generate closure certificate. | | | | | | |
| 11.12 | In-house developed Applications/Vendor managed Applications/Outsourced IT Activities: Planning: Annual Plan will be made at HO Inspection and approved by competent authority. Application to suggest allotment as per the Quarterly plan. Audit system should have the capability to alert for re-audit based on the criticality & IS audit cell can modify and approve. | | | | | | |
| 11.13 | Audit: There is a baseline checklist for audit which should be pre-loaded in application. The same will be filled by the auditor. | | | | | | |
| 11.14 | There should be a functionality to upload (.xls) additional Checkpoints (by IS Audit Cell) in each audit based on the scope of application. | | | | | | |
| 11.15 | Exit meeting to be conducted at the end of audit & report to be captured. | | | | | | |
| 11.16 | Audit Report to be released after approval from Information System Audit Head at HO Inspection. | | | | | | |
| 11.17 | Compliance: Auditee need to submit compliance remarks against each observation with evidence (Attachment- pdf/ jpeg/ png/ .doc/ .xls). Facility to upload the attachment. | | | | | | |
| 11.18 | IT CM/AGM to approve compliance remarks submitted by User Department/IT Team. | | | | | | |
| 11.19 | After verification by CM/AGM IT, the same will be available to Information System Audit team at HO Inspection (alert be generated) for compliance verification and recommending for closure. | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| 11.20 | If for any observation, the compliance remark/evidence is not sufficient, the same can be returned to auditee with auditor remarks & auditee can resubmit the compliance. | | | | | | |
| 11.21 | Closure: Committee of Executives to review the compliance and approve closure the audit report. | | | | | | |
| 11.22 | IS audit cell to mark closure remarks in the system & generate closure certificate. | | | | | | |
| 11.23 | ISO 27001:2013 internal Audits Planning: ISO Compliance Audit is planned by CISO, HO. | | | | | | |
| 11.24 | Site to be allotted to auditor as per the plan by CISO. | | | | | | |
| 11.25 | Audit: There is a defined checklist for ISO: 27001 audit which should be pre-loaded in application. The same will be filled by the auditor. | | | | | | |
| 11.26 | Exit meeting to be conducted at the end of audit & report to be captured. | | | | | | |
| 11.27 | Report to be released after approval from Information System Audit Head at HO Inspection. | | | | | | |
| 11.28 | Compliance: Auditee need to submit compliance remarks against each observation with evidence (Attachment- pdf/jpeg/png/.doc/.xls). Facility to upload the attachment. | | | | | | |
| 11.29 | After checking by IS Audit Cell, the same to be available to CISO at HO for compliance verification and closure. | | | | | | |
| 11.30 | If for any observation, the compliance remark/evidence is not sufficient, the same can be returned to auditee with auditor remarks & auditee can resubmit the compliance. | | | | | | |
| 11.31 | Reports required:<br>1. Branch/Office/Application wise Audit Report – Audit report of individual branch/office/application<br>2. Application Criticality wise audit status- Consolidated status of audit of applications as per the criticality of the application.<br>3. Risk wise non complied observations (for single/consolidated)- Risk wise observations report in (single/consolidated) audits conducted between given date range.<br>4. Risk wise complied observations- Risk wise observations report in (single/consolidated) audits conducted between given date range.<br>5. Ageing report (Single/Consolidated/Risk-wise)- Observations with date of observation and date of compliance and their difference.<br>6. Achievement report (Dashboard) - Gap to target (As per the plan)<br>7. Branch/Zonal Office wise Consolidated report for all above<br>8. Application/HO Departments wise consolidated report for all above | | | | | | |
| 12 | Currency Chest Audit – Bimonthly Cash Verifications: The System should be able/allow to perform following functionalities: | | | | | | |

01/2022-23 RFP For Supply, Installation, Customization, Commissioning and Maintenance of Integrated Audit & Compliance Software (IACS)

बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
भारत सरकार का उद्यम
एक परिवार एक बैंक

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
|---|---|---|---|---|---|---|---|
| 12.1 | Frequency: Cash Verification is done on bi-monthly basis done by Bank's officers. | | | | | | |
| 12.2 | Zone will assign auditor for Currency Chest. | | | | | | |
| 12.3 | System will generate Allotment letter, to be sent by auto email. | | | | | | |
| 12.4 | ZO will enter penalty details {Reasons, Staff accountability examination status (Pending/ Done/ Lapses/ No Lapses), sanction received (Y/N), etc. | | | | | | |
| 12.5 | Checklist Formats for Bimonthly Cash Verifications will be provided to the successful bidder. Addition/deletion/modification in any of the formats will be decided by Bank. Bank should be able to change in formats by Bank. There should be a functionality to upload a file (annexures) if required by the auditor. | | | | | | |
| 12.6 | Auditee need to submit compliance remarks against each observation pointed out by Inspecting Officer with evidence if required. (Attachment- pdf/jpeg/png/.doc/.xls) to ZO. | | | | | | |
| 12.7 | At the end of quarter, link branch will upload Penalty Certificate for currency chests attached to it. | | | | | | |
| 12.8 | HO will accept/ reject with comments. Unrectified irregularities will be carried over in next report as persistent irregularities. | | | | | | |
| 12.9 | The Solution should have provision for generating closure note at HO with observations, compliances and HO views and on approval, Closure Certificates to be generated. | | | | | | |
| 12.10 | The solution should include but not restricted to the following reports:<br>a. Cash Verification Allotment Report.<br>b. Branch wise Audit Report – Audit report of individual branch.<br>c. A report showing branch wise observations of auditors and compliances by currency chests & Zonal Office.<br>d. Consolidated MIS (Chest name, Auditor name/s, audit start date, end date, compliance date, closure date)<br>e. Ageing report (currency chest-wise) - Observations with date of observation and date of compliance and their difference.<br>f. A report showing pending observations<br>g. A report showing persisting irregularities<br>h. Penalty report for a given range of dates as per format. | | | | | | |
| 13 | Forensic Audit: The System should be able/allow to perform following functionalities: | | | | | | |
| 13.1 | Provision to enter details of empaneled Forensic Auditors (Name of firm/ Address/ contact number, etc.) | | | | | | |
| 13.2 | On identification of an account for Forensic Audit- mark the Account in system. | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
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| 13.3 | Populate Borrower details from CBS/LLMS & provision to fill additional field manually. | | | | | | |
| 13.4 | On filling the form, note to be generated for calling quotations from different empaneled Forensic Audit firms. | | | | | | |
| 13.5 | Note for allotment of forensic audit to selected auditor by Inspection Dept. | | | | | | |
| 13.6 | Assignment letter generated from the system & issued to Forensic Auditor for conducting Audit. Mark acceptance by Forensic Auditor of assignment. | | | | | | |
| 13.7 | Provision of SMS/email alert on set milestones. | | | | | | |
| 13.8 | Provision of uploading draft report in the portal by Auditor. Auto email to be sent to FMC, Credit Monitoring, ZO & Branch for giving the comments within a specific time period. | | | | | | |
| 13.9 | Provision for entering comments to FMC, Credit Monitoring, ZO & Branch. | | | | | | |
| 13.10 | Inspection Department will scrutinize comments and accept. | | | | | | |
| 13.11 | Automatic mail to be sent to the auditor informing comments (if any received) and call his view. | | | | | | |
| 13.12 | Uploading final report in the system. | | | | | | |
| 13.13 | Access of final report to Inspection/FMC/ Credit Monitoring/ Zonal Office/ Branch. | | | | | | |
| 13.14 | Reports to be generated: a. Audits allotted during the F.Y./ Date of Draft report/Date of final report b. Period taken to conduct the audit/submission of report. c. List of empaneled Auditors. d. Pending Audits.. | | | | | | |
| 14 | Zonal Level Review Committee (ZLRC): The System should be able/allow to perform following functionalities: | | | | | | |
| 14.1 | A provision to get reports on various audits for placing before ZLRC for given date range. | | | | | | |
| 14.2 | A template to report discussions & comments & directions of ZLRC on various points. Marking action points. | | | | | | |
| 14.3 | Report on minutes of ZLRC | | | | | | |
| 14.4 | Facility to upload, input data, if it is not available in system. | | | | | | |
| 14.5 | Users involved - ZO, Inspectorates, HO | | | | | | |
| 14.6 | Reports to be generated: a. Minutes of Meeting b. Alerts on action points on various timelines stipulated | | | | | | |
| 15 | Staff Accountability Examination: The System should be able/allow to perform following functionalities: | | | | | | |
| 15.1 | List of CIFs received from Credit Monitoring HO /FMC/other (manually punching option for complaint cases) should be uploaded on the portal. | | | | | | |

| Sn | Feature / Functionality | RA | CU | NC | UA | Category | Remarks |
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| 15.2 | For cases falling under HO, officer at HO will allot the cases to AGM(I) and other officers (other than AGM/CM (I)s)* on approval by AGM at H.O. | | | | | | |
| 15.3 | For Zonal level cases, officer working in inspection dept. ZO will allot the cases to inspecting official after approval from DZM. | | | | | | |
| 15.4 | (*Details of allottee staff (inspector name, inspection cell, branch name) should be fetched in the system after feeding the PF No. of the official). | | | | | | |
| 15.5 | Once the case is allotted SMS/email alert to the respective staff should be generated. | | | | | | |
| 15.6 | SAE format should be incorporated in the application. Bank should have right to upload/modify format. | | | | | | |
| 15.7 | Application should be linked to the CBS/LLMS/MIS system such that when CIF number is punched in it fields available should be automatically fetched for all accounts linked to that CIF. | | | | | | |
| 15.8 | An option to generate statement of account should be made available for date range. | | | | | | |
| 15.9 | Format for lapses sheet to be provided, entering details and attaching evidences to be allowed to investigating officer. | | | | | | |
| 15.10 | An option for marking of lapse and no lapse case should be made available to ZO/HO. | | | | | | |
| 15.11 | Reports to be generated: a. The viewing authorities should be able to download the I/O report in word and PDF format. b. Inspectorate wise allotment report and pendency report should be generated. c. Report of NPA cases should also be given for date range.. | | | | | | |
| 16 | Offsite Monitoring Unit (OMU): The System should be able/allow to perform following functionalities: | | | | | | |
| 16.1 | Alerts be generated as per Bank defined rules for OMU. | | | | | | |
| 16.2 | Alerts be categorized High/Medium/Low. | | | | | | |
| 16.3 | Alerts be assigned to Branch/ZO/HO as per rules. | | | | | | |
| 16.4 | Evidence/comments be submitted by Branches. | | | | | | |
| 16.5 | ZO to close alerts of Medium and Low category. | | | | | | |
| 16.6 | ZO can accept/reject branch comments. If rejected Branch can resubmit. | | | | | | |
| 16.7 | High risk alerts will be closed at HO on the basis of ZO/Branch comments. | | | | | | |
| 16.8 | HO can accept/reject with comments for rejected alerts. Resubmission be allowed. | | | | | | |
| 16.9 | User management for HO/ZO/Branch level. | | | | | | |
| 16.10 | Statistical reports on alerts: a. age wise pendency b. category wise pendency c. closed d. Branch/ZO/HO level reports. | | | | | | |

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|---|---|---|---|---|---|---|---|
| 17 | Attendance Report for Inspecting Officers: The System should be able/allow to perform following functionalities: | | | | | | |
| 17.1 | Attendance report for Inspecting Officers posted in various inspectorates. It shall be available to inspectorate and HO. | | | | | | |