



REQUEST FOR PROPOSAL FOR

END-TO-END RECONCILIATION & DISPUTE MANAGEMENT
OF

TRANSACTIONS OF VARIOUS DELIVERY CHANNELS

&

OTHER PAYMENT SYSTEMS

TENDER REFERENCE # RFP 062018



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
ONE FAMILY ONE BANK

Head Office, 'LOKMANGAL'
1501, Shivaji Nagar, Pune – 411 005

Cost of Tender Document: Rs. 17,700/-



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
3. RFP means the Request for Proposal document
4. DC means Data Center, DR / DRC/ DRS means Disaster Recovery Site
5. CBS means Core Banking Solution implemented in the Bank
6. Bidder / Respondent – signifies those who purchase this tender document and submits response to it.



Contents

Contents	3
1. Invitation to the Tender	5
2. Introduction	7
2.1 Information Provided	8
2.2 For Respondent only	8
2.3 Disclaimer	8
2.4 Costs Borne by Respondents	8
2.5 No legal relationship	8
2.6 Recipient obligation to inform itself	9
2.7 Evaluation of offers	9
2.8 Errors and Omissions	9
2.9 Acceptance of terms	9
3. RFP Response terms	9
3.1 Lodgment of RFP Response	9
3.2 Late RFP policy	10
3.3 RFP Validity period	10
3.4 Requests for information	10
3.5 Notification	10
3.6 Disqualification	10
3.7 Timeframe	11
3.8 Integrity Pact	11
4. Project Details	12
4.1 Purpose	12
4.2 Existing IT Setup	12
4.3 Project Scope	13
5. Evaluation process	24
5.1 Eligibility Criteria	24
5.2 Technical Evaluation criteria	25
5.3 Commercial Bid Evaluation	25
6. Bid Submission	25
6.1 Bid Submission Details	25
6.2 Technical Proposal Format	28
6.3 Bid Security Deposit	28
7. Terms and conditions	29
7.1 General	29
7.2 Rules for responding to this tender document	30



8. Terms of Reference	35
8.1 Contract Commitment.....	35
8.2 Payment terms	35
8.3 Acceptance of the Project.....	35
8.4 Compliance with all applicable laws.....	35
8.5 Order cancellation	36
8.6 Indemnity.....	36
8.7 Inspection of records	37
8.8 Publicity	38
8.9 Solicitation of Employees.....	38
8.10 Penalties and delays in Bidder's performance	38
8.11 Confidentiality	40
8.12 Force Majeure	42
8.13 Resolution of disputes	43
8.14 Exit option and contract re-negotiation.....	44
8.15 Corrupt and fraudulent practices.....	45
8.16 Waiver	46
8.17 Violation of terms.....	46
8.18 Termination	46
8.19 Effect of termination.....	47
8.20 Non-Disclosure Agreement.....	47
9. Disclaimer	47
ANNEXURE – 1 : Covering Letter.....	48
ANNEXURE – 2 : Eligibility Compliance	49
ANNEXURE – 3 Experience.....	51
ANNEXURE – 4 : Vendor Information	52
ANNEXURE – 5 : Functional/Technical Specifications....	53
ANNEXURE – 6 : Commercial Bid.....	64
ANNEXURE – 7 : Guidelines, Terms & Conditions And Process Flow For E-Procurement Auction	65
ANNEXURE – 8 : Pre Contract Integrity Contract.....	71
APPENDIX 1 : Bid Security Form.....	79
APPENDIX – 2 : Proforma of Letter to be given by all the Vendors participating in the Bid on their official letterhead.	81
APPENDIX - 3 : NON-DISCLOSURE AGREEMENT FORMAT	82



1. Invitation to the Tender

Bank of Maharashtra (BoM) invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed entities for END-TO-END RECONCILIATION & DISPUTE MANAGEMENT OF TRANSACTIONS OF VARIOUS DELIVERY CHANNELS & OTHER PAYMENT SYSTEMS. This would cover the phases from supply, installation, commissioning, Integration, Implementation and Management of reconciliation of various Payment Systems as mentioned in the **scope of work**.

The bidders are expected to examine all instructions, forms, terms, BoM project requirements and other information in the RFP documents. Failure to furnish all information required as per the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee, mentioned in the important information regarding bid submission, by demand draft / banker's cheque in favour of Bank of Maharashtra and payable at Pune.

Important information regarding Bid submission :

Tender Reference	RFP 062018
Price of Tender copy	Rs. 17,700 (including GST) (Non Refundable)
Date of commencement of issue of tender document	09.05.2018
Date of closure of sale of tender document	30.05.2018 up to 14:00 hours
Bid Security Deposit (EMD) – See Section 6.3	5,00,000/- (Rupees Five Lacs Only)
Queries to be mailed by	17.05.2018
Pre Bid Meeting	<u>21.05.2018 at 11:30 hours</u>
Last Date and Time for receipt of tender offers	30.05.2018 up to 14:00 hours
Date of opening of technical bids	30.05.2018 at 16.00 hours
Address of Communication	General Manager IT & Operations Bank of Maharashtra, Head Office, Lokmangal” 1501, Shivajinagar, PUNE – 411 005.



Contact Telephone Numbers	(020) 2561-4379/2561-4349
E-mail Id	akbar.alam@mahabank.co.in apurva.kshatriya@mahabank.co.in payel.ghosh@mahabank.co.in
Website	www.bankofmaharashtra.in

The copy of RFP document may be obtained during office hours on aforesaid working days in person by paying an amount of **Rs. 17,700- (including GST & Non Refundable)** by way of Demand Draft favoring “BANK OF MAHARASHTRA” payable at Pune.

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

Please note that the prospective bidder needs to purchase the tender document from the Bank and to attend the pre bid meeting on 21.05.2018 at 11:30 hours at Bank of Maharashtra, Head Office, Pune. In case the prospective bidders 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, the cost of the Tender Document has to be paid even if the same is downloaded from the website.**

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

Tender offers will be opened in the presence of the bidder representatives 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.

**General Manager
Information Technology & Operations**



2. Introduction

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

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

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

As a part of further expansion of its Alternate Delivery Channels initiatives, the Bank plans to outsource the Reconciliation & Dispute Management of transactions of various Delivery Channels, Cash in ATMs/BNAs, IMPS/UPI/AePS/Aahaar Pay and other payment systems. Against this background, Bank of Maharashtra invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in providing centralized end to end reconciliation services as per the technical and functional specifications provided in this RFP document.

Presently, Bank is having Reconciliation Services of ATM/BNA/IMPS/UPI/AEPS etc under the total outsourcing services contract. The successful bidder should be in a position to take over, integrate the entire data / information into the proposed solution being offered under this RFP and ensure seamless operation.

The Period of Contract shall be for a period of three years. The contract period will start from the date of acceptance of the project. The Bank reserves the right to extend the agreement for further period of two years at the option of the Bank at the same terms.

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') to select a vendor for implementing and managing the ATM Reconciliation Services.

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



2.1 Information Provided

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

2.2 For Respondent only

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organization/PSU/Limited Company or a partnership firm and no other person or organization.

2.3 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

2.4 Costs Borne by Respondents

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

2.5 No legal relationship

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



2.6 Recipient obligation to inform itself

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

2.7 Evaluation of offers

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

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

2.8 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

2.9 Acceptance of terms

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

3. RFP Response Terms

3.1 Lodgment of RFP Response

3.1.1 Tender Fee

The non-refundable tender fee as mentioned in Section 1 above shall be paid by way of Demand Draft favoring Bank of Maharashtra, Payable in Pune, which is non refundable, must be submitted separately along with RFP response.

3.1.2 RFP Closing Date

RFP Response should be received by the officials indicated not later than the date and time mentioned in Section 1 of this RFP.



3.2 Late RFP Policy

RFP responses received after the deadline for lodgment of RFPs at the address mentioned will not be accepted by the Bank and hence bidders are advised to submit their responses within the time and no excuses / reasons for delay will be accepted by the Bank.

3.3 RFP Validity Period

RFP responses will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the RFP closing date. The Bank / its subsidiaries shall have the right at its sole and absolute discretion to continue the assignment / contract on the selected bidder for future requirement on the rates finalized in this processing for various items / activities as described in the Price Bid after expiry of current assignment period.

3.4 Requests for Information

The bidders are required to direct all communications for any clarification related to this RFP, to the Bank officials as mentioned in Section 1 of this document and in writing. All queries relating to the RFP, technical or otherwise, must be in writing only. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the Bank will not answer any communication initiated by respondents later than five business days prior to the due date for lodgment of RFP response. However, Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address (es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents. Bank may in its sole and absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

3.5 Notification

Bank will notify the Respondents in writing as soon as practicable, but not later than 10 working days from the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

3.6 Disqualification

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



3.7 Timeframe

The timeframe for the overall selection process will be as mentioned in this RFP in section 1: "Invitation to the Tender"

The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process.

The time schedule will be strictly followed. Interested parties should adhere to these timelines. However, the bank reserves the right to change the aforementioned timelines.

3.8 Integrity Pact

- 1.1. 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.
- 1.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
- 1.3. The Bidders shall submit signed integrity pact as per **Annexure 8** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
- 1.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- 1.5. 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.
- 1.6. 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.
- 1.7. 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.
- 1.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 1.9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

**Shri. Nilmoni Bhakta**

Address - A-801, PBCL CHS Ltd.

Plot No. 3, Sector 46 A

Nerul, Navi Mumbai, 400706

Email - nilmoni.bhakta@gmail.com

Shri. Madan Lal Sharma

Address - K-23, Jangpura Extention

New Delhi

Email - ml.sharma1965@yahoo.com

4. Project Details

4.1 Purpose

Bank of Maharashtra is a nationalized Bank serving the nation for over 78 years. It has a three tier organizational set up consisting of Branches, Regional Offices and Head Office, The Head Office of the Bank is at 1501, Shivajinagar, Pune – 411005. (hereinafter referred to as the “Bank” intends to issue this bid document, hereinafter called RFP, to eligible vendors to participate in the competitive bidding for providing centralized end to end Reconciliation and Dispute Management of various Delivery Channels, Cash in ATMs/BNAs, IMPS/UPI/AePS/Aadhaar Pay and other Payment Services.

The Bank, for this purpose, invites proposal from the bidders for primarily undertaking inter-alia the activities mentioned under the section 4.3 – Project Scope / Scope of Work; for the Bank in respect of implementing and managing end to end Reconciliation & Dispute Management services.

The proposed solution should be scalable so as to support legacy applications used by bank or the Bank may go in for upgradation at a later date.

4.2 Existing IT Setup

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

Sr. No.	Application type	Application Name	In-house/ Outsourced
1	Application	Core Banking application	Outsourced
2	Application	Debit Card Management System	Outsourced
3	Application	Transaction Reconciliation System	Outsourced
4	Application	Cash Management System	Outsourced



5	Application	Dispute Management System	Outsourced
6	Gateway	Visa Gateway (Visa Access Point)	Outsourced
7	Gateway	National Payment Corporation of India (NFS Switch)	Outsourced
8	Interface	Core EFT Switch	Outsourced
9	Interface	VISA gateway and Core Switch	Outsourced
10	Interface	NFS Switch and Core EFT Switch	Outsourced

4.3 Project Scope / Scope of Work

The project is to be executed on an OPEX Model. A Bidder submitting a Bid under this RFP must be capable of handling all activities related to Settlement, Reconciliation & Dispute Management of Transactions of various Delivery Channels, Cash in ATMs/BNAs, IMPS/UPI/AePS/Aadhaar Pay & Other Payment Systems including GL Reconciliation through an automated system only. Various networks and projects mentioned are as under:

i) NFS (Both OFF-US & On-US)	ii) VISA (Both OFF-US & On-US)	iii) Master Card
iv) RuPay (Both OFF-US & On-US)	v) POS (Both Issuing & Acquiring)	vi) ATM/BNA (Recycler)
vii) UPI (including Merchant transactions)	viii) IMPS	ix) AePS (including BC transactions)
x) BHIM Aadhaar Pay (Both Issuing & Acquiring Reconciliation & Merchant Settlement)	xi) Bharat Bill Payment	xii) Bharat QR (Both Issuing & Acquiring)
xiii) Scan & Pay (QR Code)	xiv) Prepaid Card (all variants) / Gift Card / Wallet	xv) Internet Banking / Mobile Banking (Reconciliation & Merchant Settlement)
xvi) Credit Card		
xv) Other Digital products to be launched in future (during the Contract Period)		

a) **Hardware, Software & other infrastructure:**

The solution to be provided should be state of the art with all the features to comply with Reserve Bank of India/IBA/Govt. of India, NPCI and VISA/Master guidelines. The



solution to be provided should be flexible and advanced enough to absorb and integrate any technological changes coming on the way. The activities relating to Settlement, Reconciliation & Dispute Management of Transactions of various Delivery Channels, Cash in ATMs/BNAs/IMPS/UPI/AePS & Other Payment Systems includes:

The Project is to be executed on an OPEX Model; where in the required reconciliation application software and the manpower for reconciliation services is to be supplied by the bidder and sized to meet the current and projected requirement. The required hardware (Server, PC, Storage) will be provided by Bank. The Bidder has to mention the hardware requirement including storage in their technical bid. Bank has entered into Oracle, ULA (Unlimited License agreement) for Database. If the Bidder is using database other than Oracle, Bidder has to supply and maintain the same with the solution. In all the cases the database Maintenance in line with application requirement including installation has to be managed by bidder.

In case the software is not owned by the bidder, the bidder needs to have back to back arrangement with OEM for implementation, maintenance and customization of the Transaction Reconciliation Software without any cost to the Bank. The bidder also needs to provide letter from OEM confirming that the software implementation, maintenance; necessary customization will be carried out specifically for the Bank for the entire contract period. The copy of the ATS (Annual Technical Support) agreement between the bidder and the OEM should also be given to the Bank. The ATS agreement must be valid for the entire contract period plus 6 months.

Any other third party tools / applications required to run the application will also have to be provided by the bidder. Proposed Hardware specification should be provided by the bidder along with the Bid.

The bidder shall upgrade the software application from time to time in order to ensure the Service Levels are met.

The bidder should either own the software or hold license, with the right to customize the solution if required during the tenure of the contract. No additional cost for any form of customization to meet the scope will be paid by the Bank.

The bidder shall deploy adequate number of skilled & experienced manpower to carry out reconciliation of transactions of various network, Cash in ATMs/BNAs, IMPS/UPI/AePS/Aadhaar Pay and other Payment Systems considering fallback / disaster arrangements.

The space for hosting the solution and for carrying out the operations such as telephone line, leased line and other infrastructure (including Servers & PCs) shall be provided by Bank at any of the Bank's premise in Pune or from any other location decided by the Bank from time to time.

The bidder to ensure security and confidentiality of the data or information obtained from the Bank.



The software should be efficient enough to process the existing volume of approximate 6 lacs transactions / day and should have the capability for a projected volume of transactions i.e 10 Lacs / day.

The bidder should provide all interfaces required with CBS, ATM Switch, DCMS, Web services, other packages provided by the networks, Dispute Tracker of the bidder and any other systems.

The turnaround time for reconciliation of any transaction shall be T+1 day. The bidder will be required to follow-up with branches, Banks ATM Managed Service Provider and Ministry of Finance (MOF) Service Providers, other Banks for obtaining data files/settlement files/CBR/EJ/JP/CCTV/DVR Footage or any other information required for reconciliation of all digital channels, claim settlement and Network Reconciliation of Transaction. The bidder will be required to handle queries from branches on the reconciled and pending entries etc.

The data received by the bidder shall be used for the sole purpose of reconciliation and same shall be in the custody of the Bank.

It will be binding upon the bidder to install the solution and integrate it with related systems. In case of problem, the same has to be settled by the bidder with the concerned vendors.

The successful Bidder has to provide the necessary resources available to manage the application as per the policy of the Bank.

As per requirement of the Bank, the bidder may also have to handle the reconciliation of other newly added payment systems from time to time during the contract period at the same per transaction cost.

The bidder must have the provision to customize the solution if required during the tenure of the contract. **Till the solution to be provided is fully automated, manual reconciliation has to be carried out from day one.**

The successful Bidder has to impart necessary basic training to the employees of the bank to handle the system in case of need.

The successful Bidder has to provide the necessary qualified resources available to manage the application as per policy of the Bank.

Selected bidder has to attend the call and e-mail from the branches as well as from customers on the dedicated phone number and e-mail given by the Bank and act promptly on time bound manner.

Bank will share the CBS Host file and Switch file of all the modules in the existing format. The selected bidder has to ensure and process the file as per mutually agreed format.



Bidder should take Backup of all the activities on Daily Basis, Bank may ask the required data any time and Bidder should be ready to provide the same.

b) Reconciliation Method

Bidder should Process all the Raw files received from different Network and prepare settlement for all the network as NFS, VISA, Master Card, Rupay, IMPS, UPI (Unified payment Interface), AEPS (Aadhar Enable Payment System), Aadhar Pay (Issuer & Acquirer), BBPS (Bharat Bill Pay system), Acquirer POS. Reconciliation of both ON-US and OFF-US (Acquirer transactions) should be done on three/four way. The GL Reconciliation of all the modules has to be done separately and GL Tallied Report of BGL/Pool accounts has to be submitted regularly. In case any module is yet to be fully automated or requires customization, manual reconciliation has to be done for such channels/modules from day one.

c) Reconciliation of Transactions of all Networks

- All Issuer and Acquirer transaction reconciliation.
- All Debit Card and POS transaction reconciliation.
- Generation of Issuer and Acquirer reports for all channels.
- Generation of Unreconciled entries Age wise and Amount Wise
- Generation of "In Network not in CBS report and Tricklefeed file (TTUM) for both Issuer and Acquirer.
- Generation of "In CBS not in Network report and Tricklefeed file (TTUM) for both Issuer and acquirer.
- Generation of Fraud monitoring Reports.
- Generation of reports for High transaction value and Number.
- Generation of Transaction Reports above Threshold decided by Bank.
- Generation of Reports customer raising disputes more than once in a year.
- Generation of reports of customer raising Frequent chargeback (Thrice in a month)
- Generation of Potential chargeback reports.
- Generation of Credit adjustment reports. Generation of Debit adjustment reports. Generation of Pre-arbitration Report
- Generation of Arbitration Report
- Generation of Merchants payment file
- Generation of presentment file to be stage on Rupay, Master Card and Visa
- Generation of all the dispute files for VISA Base2, Master Card file and NPCI files.
- Generation of file for Fee collection and other records.



- Generation of Tricklefeed (TTUM) files for all the ON-US & OFF-US disputes received.
- System should have capability to Generate Tricklefeed (TTUM) files uploadable in bank CBS.

d) Fees Calculation.

- Computation of Fee for issuer transaction from Network Provider
- Computation of Fee for Acquirer transaction from Network Provider.
- Computation of Fee payable to Other Bank
- Computation of Fees receivable from other Bank.
- Computation Of Fee for Non-financial transaction such as Mini statement, balance Inquiry, Pin change
- Generation of Service tax Reports
- Generation of Interchange reports
- Generation of Switching fees reports
- Generation of Reports for VISA and Master card for various charges and fees levied by them.
- Generation of reports for fees levied by all Network provider such as NFS, RuPay, VISA, NPCI.
- Generation of Reports and TTUM to Credit branches for transaction done on their ATMs.
- Generation of all other fee reports required by Bank for Top Management and audit Purpose.
- Generation of income and expenditure report weekly, monthly, quarterly and yearly.

e) Dispute Management

- Management of disputes claims received for all digital channels with TAT.
- Updation of status of claims and sending of Mails to customer about claim status.
- Generation of Chargeback file for all the networks.
- Generation of Representment file for all the network.
- Generation for Pre arbitration file for all the Network.
- Generation of Pre arbitration Rejection file for all the network.
- Generation of compliance Reports for all the network.
- Compliance of Retrieval request and chargeback procedure.
- Chargeback letter and exhibit form to be generated.
- Multiple dispute chargeback letters.
- Management of customer dispute letter and forms.



- Generation of credit adjustment and Debit adjustment reports
- Management of all the other Kind of disputes and Requirement received from Network providers and card schemes.
- Reports for duplicate entry for single claim
- Addressing queries of branches related to details of digital transactions.
- Tracking of Dispensed amount and claimed amount, customer wise and branch wise.
- Dispute management of Tie up and Third Party.
- Handling of All the Banking Ombudsman cases, Consumer forum cases and RTI queries.
- MIS for all the disputes Weekly, Monthly, Quarterly and Yearly.
- Collection of charge slip from Merchants for chargeback, Retrieval request and other dispute received.
- Age wise break up for all pending payments for merchant.
- Transaction credit confirmation/Debit Reversal Confirmation for IMPS/UPI transactions and for channels which are subsequently introduced by various networks.

f) Payable Account Reconciliation

- Reconciliation of all the Payable accounts in 3 way for all the network i.e. NFS, VISA, Rupay, Master Card etc for all channels.
- Age wise breakup with amount of entries pending in Payable A/c with Summary.
- Alert reports for entries pending More than 2 days.
- Accounting for all type of disputes in CBS.
- Reconciliation of all the chargeback GL.
- Age wise breakup of entries pending in Chargeback GL.
- Settlement entries pending in Payable account.
- Generation of GL tally sheet on daily basis.
- Generation of Visa Money Transfer files.
- Handling of card to card and E cash transaction reconciliation and Dispute Management.
- Reconciliation of all the non-financial transaction for all the network.
- Shadow Balance maintenance in Data base which should always tally with Bank CBS Balance.

g) Receivable Account Reconciliation

- Reconciliation of all the Receivable account for all the network i.e NFS, VISA, Rupay, Master card etc for all channels.



- Age wise breakup of entries pending in Receivable A/c with Summary.
- Alert reports for entry pending More than 2 days.
- Accounting for all type of disputes in CBS.
- Reconciliation of all the Receivable chargeback GL.
- Age wise breakup of entries pending in Chargeback GL.
- Settlement entries pending in Receivable account.
- Excess settlement posted in Receivable account.
- Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.
- Generate daily tally sheet.

h) Suspense Reconciliation

- Generation of tallied report and difference statement for zeroing entry in CBS.
- Accounting of suspense debtors, "Cash in ATM" and Network.
- Checking of ATM withdrawal, reversal, Bank advices posted in CBS.
- Generation of files to upload in CBS for debiting and crediting the customer account as well as Vendor account and ATM account.
- Generation of Switch outstanding, Branch outstanding, Network outstanding.
- Forced reconciliation by relaxing some parameters.
- Inbuilt reconciliation rule table to reconcile all the transaction.
- Update and reconcile third party i.e NFS,VISA, MasterCard, Rupay and all the Network entries.
- Generation of Vendor wise sheet to recover the amount from vendor.
- Age-wise break up of all Suspense entries.

i) Cash In ATM/BNA (including Recycler) Reconciliation

- Interface for uploading Cash Balance Report (CBR) received from the branches/outsourced vendors.
- Software should be able to store/retrieve Cash Balance Report along with Switch, CBS and EJ data and reconcile the same with the Bank records.
- The system should be capable to decrypt the error codes of the EJ of various ATM providers.
- Maintain ATM wise account in the system
- Verification of Overage and shortage at the time of Load unload.
- ATM wise and age wise segregation of loading and unloading for Nodal branches
- Maintenance and Generation for Cash Balance Report.



- Cross verification of actual cash loaded and Logical cash loaded.
- Reconciliation of cash management services and agencies.
- Exception report generation for differences.
- Interface to upload file to branches
- Record for excess and shortage and TTUM generation for the same.
- Generation and maintenance of Shadow balance in system which should always match with CBS.
- Report showing ATM/BNA-wise overage/shortage.
- The system should be capable to process EJ, Switch file, CBS file and Network file to perform 4 way reconciliation. One record of a transaction refers to a complete records with all 4 legs taken together.
- The system should be capable to generate all the unreconciled entries of ATM/BNA on daily basis.
- System should generate report like CBS outstanding, Switch outstanding, tie-up outstanding.
- System should have capability to recognize all the transaction posted in GL and take it to GL reconciliation automatically.
- System to upload CBS and C3R report in system to perform GL reconciliation.
- System should have intelligence to compute EOD balance on the basis of EJ, CBS and Switch.
- Contacting branches where ATM is tallied by branch for dispute Management.
- System should have capability to handle Acquirer and ON-US claim lodgment for ATM.

j) Accounting and Third Party Reconciliation.

- Follow standard accounting procedure and system to adapt new standards.
- Capable to modify and incorporate changes in new procedure and accounting standards
- Capable to modify the accounting procedure according to NFS, VISA, Master Card, Rupay and all other Network
- Reconciliation of all incoming and outgoing transaction with regards to NFS VISA, Master Card, Rupay and all other network in accordance with Base II.
- Automated Vouching system for NFS, VISA, Master Card, Rupay and all the other network and products.
- Generation of inflated transaction such as Petrol, Railways, Tips and Surcharge.
- Generation of Tricklefeed (TTUM) Files to Debit and Credit Customer account.



- Tracking and report generation of various fees and penalty levied by NFS, VISA, Master Card, Rupay and all other Network.

k) MIS Reports and Decision Making system.

- Daily, Weekly, Monthly and Quarterly reports for Bills payable, Suspense and sundry account age wise.
- Quarterly Operating certificates for VISA, Master card and Rupay
- Monthly RBI reports as required by Bank.
- Age wise report for claim received, Claim settled and claim rejected.
- Exception report for Cash loading, EOD and ATM balancing.
- Daily GL balancing reports for Issuer and Acquirer, Issuer Chargeback and Acquirer Chargeback for various modules.
- Daily, Monthly, Quarterly reports for Chargeback, Re-presentment, Credit adjustment.
- Age wise reports according to Bank's Requirement.
- Age wise daily reports of branches and Vendors who are not submitting EJ, CBR.
- Monthly report of all the disputes received and resolved-Network wise.
- Age wise of all the ATM where reconciliation has not been done.
- Age wise pending Debit and Credit adjustment cases.
- All other reports bases on requirement of RBI, VISA, RUPAY and other Apex bodies
- Tip surcharge difference reports.

l) Fraud Monitoring Reports.

- There should be system in place for fraud registering, reporting, monitoring and generation of MIS.
- System should be capable of Generate frequent Chargeback report
- System should be able to Generate High value transaction
- System should be able to track transactions from same card from different location.
- System should be able to generate transaction with different POS Entry Mode.
- System should be able to generate alert for Issuer transaction if reported more than usual in numbers.
- Track high value Foreign transaction without MECI5 code.



- Track details of customer performing more transaction at night specifically at switching time.
- Track more transactions from a single card number or Mobile number.
- Track all the transaction which has routed through different account.
- Generate high number of transactions from same card on single ATM.
- Track all the ATM who are generating a particular error in EJ.
- System should have Capability to Filing necessary reports to Master Card and VISA.

m) Time Limits specified for activities-Reconciliation (On T+1 basis)

- Reconciliation of ATM/BNA/IMPS/UPI/AePS/Aadhaar etc
- Network (Tie up reconciliation)
- EJ reconciliation
- Payable Account reconciliation
- Receivable Account reconciliation
- Suspense account reconciliation
- Fees and charges by and to network
- GST reports to other banks
- Settlement reports
- Unreconciled reports
- Fraud monitoring reports
- Outstanding entries

n) Clearing, settlement and dispute management (Within Time Limit specified by each network provider)

- Deferred Chargeback
- Representment
- Credit adjustment
- Debit adjustment
- Pre arbitration
- Arbitration
- Retrieval request
- Fee collection
- Settlement
- Compliance
- Refunds
- Tip and surcharge
- First Presentment
- Debit chargeback
- Good faith request



o) EJ (Two working days)

EJ monitoring

p) Dispute Management

- Customer complaint from Central Database, Branches, Call Center and Customer Care.
- Chargeback Letter from branches and customer.

q) Cash Indent/Loading (Two working days)

- Replenishment claims checking with Switch dispense and Branch dispense with EJ.
- Cash Balance Report/Cash Management Report Summary.
- Providing voucher and summary.
- Follow-up with vendors.

r) Adjustments of GLs funds (within two working days)

- Update record with branch GL entries.
- Checking update of Cash Balance Report.
- Providing adjustment entries to nodal branches.
- Providing entries to reconciliation team.
- Daily adjustment report to management.
- Reports for the region where maximum diversions are taking place.
- Reports for the Cash Replenishment Agency who are involved in Maximum diversions.
- Diversion of adjustment entries.

I) Migration

The successful Bidder has to ensure smooth migration (including migration of legacy data) from the present reconciliation solution to new system / solution working in close co-ordination with the existing solution provider. The successful bidder has to complete installation, migration, parallel run and commencement of LIVE operations within 12 weeks from the date of acceptance of Purchase Order.

Bidder should be able to store online data upto 2 years in the system and store all the data beyond two years in back up hard drive or Backup tapes.

Bidder should be able to restore Backup data as and when required by Bank within 24 hours of Requirement failing which Bank may impose penalty.

Bank would perform System Audit and/or any other Audit as required by the Bank before migration of solution to production. Bidder should provide full support and cooperation.



Bidder should be ready to share the details of all the test cases in detail.

Bidder should take sign-off from Bank before going live of product and customization.

If Bank is not satisfied with the product in UAT bidder should be ready to change and customization.

Bank will provide the required data fields (CBS file, Switch file, EJ or Network file) in the Bank's format/structure. The Bidder has to accept the data in the existing format and if required, Bidder has to customize its software as per Bank's requirement.

Software provided by the Bidder should be capable of customization and not to be hard coded.

Bidder should be able to develop system for new products within a maximum of 30 days of submission of requirement/intimation. In case any module is yet to be fully automated or requires customization, manual reconciliation has to be done for such channels/modules from day one.

4.3.1 Service Levels

The successful bidder shall enter into a Service Level Agreement with the Bank for a period of 3 (Three) years. The SLA shall enumerate the timeliness, confidentiality, financials and also other terms and conditions for the efficient services to be rendered to the Bank. The performance of the successful bidder shall be reviewed after every 6 (Six) months and the bank reserves the right to terminate the contract at any point of time after giving 1 (One) month notice without assigning any reason. The Bank reserves the right to extend the agreement for further period of 2 (Two) years at the option of the Bank at the same terms and conditions after mutually negotiated rates.

5. Evaluation process

The competitive bids shall be submitted in three stages

- ▶ Stage 1 – Eligibility criteria
- ▶ Stage 2 – Technical Evaluation Criteria
- ▶ Stage 3 – Commercial Bid

5.1 Eligibility Criteria

The qualification for selecting a bidder will primarily depend upon the level of expertise and experience, capacity and capability of the Bidder. The qualification criteria for eligibility of the bidder to participate in the tendering process is clearly mentioned in Annexure 2 – Eligibility criteria compliance to this document. Bidders who meet these criteria would only qualify for the second stage of evaluation. The bidders would also need to provide supporting



documents for eligibility proof. All the credentials of the bidders necessarily need to be relevant to the Indian market.

The decision of the bank shall be final and binding on all the bidders to this document. The bank may accept or reject an offer without assigning any reason whatsoever.

5.2 Technical Evaluation criteria

5.2.1 The technical evaluation criterion would broadly involve the following major areas:

- Compliance to Technical requirement as in Annexure 5 - Technical requirement
- Bidders detailed work plan, proposed solution, facilities.

The bidder needs to achieve a cut – off score of 75% marks in the Technical Bid evaluation to be qualified for Commercial Bid opening. Only those bidders who achieve the specified cut – off scores would be short-listed for Phase 3 - Commercial Bid evaluation. In case only one bidder scores 75% points or above, the Bank reserves the right to select the lone successful bidder.

The response of bidders against each item under the Technical/Functional requirement (Annexure-5) will scored as per the following table:

Response	Description	Score
N	Functionality is NOT available and will not be provided by the bidder	0
A	Functionality is AVAILABLE	10
C	CUSTOMIZABLE free of cost before acceptance of the solution by the Bank.	5

5.3 Commercial Bid Evaluation

Only those vendors who have qualified after Technical evaluation (As mentioned in section 6.2) will be eligible for the next stage of evaluation. Bank reserves the right of selection of vendor either by opening of Commercial Bids of vendors or proceed with the selection of vendor 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 -7 for reference.

The total cost of ownership shall be calculated over the contract period of 3 years. At the end of 3 years, the contract shall be renegotiated as mutually agreed by both parties. The bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The format of commercial proposal is as per Annexure 6.

6. Bid Submission

6.1 Bid Submission Details

6.1.1 Eligibility and Technical Bids shall be submitted in separate sealed sub-envelopes super scribing-



a) “**ELIGIBILITY BID** FOR BANK OF MAHARASHTRA END-TO-END RECONCILIATION & DISPUTE MANAGEMENT OF VARIOUS DELIVERY CHANNELS, CASH IN ATMs/BNAs/IMPS/UPI/AePS & OTHER PAYMENT SYSTEMS SUBMITTED BY M/S..... ON AT PUNE, DUE DATE _____” on top of the sub-envelope containing the Eligibility Bid.

b) “**TECHNICAL BID** FOR BANK OF MAHARASHTRA END-TO-END RECONCILIATION & DISPUTE MANAGEMENT OF VARIOUS DELIVERY CHANNELS, CASH IN ATMs/BNAs/ IMPS/UPI/AePS & OTHER PAYMENT SYSTEMS SUBMITTED BY M/s..... ON.....AT PUNE, DUE DATE _____ ” on top of the sub-envelope containing the Technical Bid.

6.1.2 These two separate sealed sub-envelopes should be put together in another sealed master envelope super scribing

BID for BANK OF MAHARASHTRA END-TO-END RECONCILIATION & DISPUTE MANAGEMENT OF VARIOUS NETWORKS, CASH IN ATMs/BNAs & OTHER PAYMENT SYSTEMS REFERENCE NO : RFP 062018 SUBMITTED BY ON AT PUNE, DUE DATE _____”

6.1.3 The response should be organized and submitted in the following manner:

i. Eligibility Bid

- Covering letter certifying Eligibility Criteria compliance (as given in Annexure 1)
- Duly filled up Eligibility Criteria compliance (as given in Annexure 2)
- Client List. (Annexure-3)
- Supporting credential letters or copies of documentation from the clients certifying compliance
- Integrity Pact as per Annexure 8 (to be submitted on Rs. 500 Stamp Paper)
- Application Fee and EMD
- Company Profile statement comprising of the following:
 - ✓ Bidder information as per Annexure-4.
 - ✓ Company's corporate structure.

ii. Technical Bid

- ▶ Table of Contents (List of documents enclosed)
- ▶ One copy of the Technical proposal with pages properly numbered. The Technical proposal should be bound in such a way that the sections of the proposal could be removed and separated easily;



- ▶ One copy of the masked Price Bid (masked Price Bid is a copy of the Price Bid **without any prices.** Please note that the masked price bid should be an **exact reflection of the commercial bid** submitted by the vendor as part of the commercial offer except that the masked price bid **should not contain any financial information.**)
- ▶ One Compact Disk (CD) containing the soft copy of Technical proposal should be provided.

III. Commercial Bid

- ▶ The Commercial Bid should give all relevant price information and should not contradict the Technical Bid in any manner.
- ▶ The price quoted in the Commercial Bid should be without any conditions.

- 6.1.4 The Bidder should certify that the contents of the CDs are the same as that provided by way of hard copy. In the event of a discrepancy, details provided in the hard copy will be true.
- 6.1.5 Copy of the tender document duly putting the seal and signature on all the pages of the document for having noted the contents and testifying conformance to the terms and conditions set out therein should also be enclosed in the Master Envelope.
- 6.1.6 The proposal should be prepared in English in MS Word / Excel format. The email address and phone / fax numbers of the bidder shall also be indicated on sealed envelopes.
- 6.1.7 Bidder should submit two separate demand drafts/banker's cheques / pay orders drawn in favor of Bank of Maharashtra payable at PUNE towards Application Money and Bid security as stated in section 1 of this document.
- 6.1.8 Paper copies of RFP response should be submitted along with Demand draft / Banker's cheque / Pay order for application money (which shall be non- refundable and bid security deposit and electronic copy (Microsoft word and Excel on CD ROM) of technical bid submissions must be submitted to the bank at the following address:

The General Manager
Information Technology & Operations
Bank of Maharashtra
Head Office, Lokmangal,
1501, Shivaji Nagar,
Pune - 411005

- 6.1.9 The sealed bid envelopes as mentioned above should be dropped in the Tender Box kept in the Information Technology Department, Head Office. Following officials shall be available for any assistance:
 - i) Akbar Alam, Dy. Manager-IT
 - ii) Ms. Apurva Kshatriya, Dy. Manager-IT
 - iii) Ms. Payel Ghosh, Sr. Manager-IT



6.1.10 Submission will be valid only if:

- ▶ Copies of the RFP response documents are submitted as per defined clauses in this section and before the mentioned RFP closing date and time
- ▶ Submission is not by Fax transmission

6.1.11 Only one Submission of response to RFP by each bidder will be permitted. In case of partnerships / consortium, only one submission is permitted through the lead bidder.

6.1.12 Last date for submission of the response to the tender document is mentioned in Section 1 of this document.

6.1.13 All responses would be deemed to be irrevocable offers / proposals from the bidder and may if accepted by the Bank form part of the final contract between the Bank and the selected bidder. The bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Appendix 2). Unsigned responses would be treated as incomplete and are liable to be rejected.

6.2 Technical Proposal Format

The bidder's proposal must effectively communicate their solution and be formatted in the specified formats in order for the Bank to evaluate the proposal. Therefore, proposals must be submitted with the following sections in proper order and bound.

The technical bid should be structured in the following sequence

1. Covering letter as per Annexure 1
2. Executive Summary: The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of bidder's organization and position with regards to ATM reconciliation services for Banking Sector. A summary of the bidder's facilities and services that will be provided as a part of this procurement should follow. A brief description of the unique qualifications of the bidder should then be provided followed by a summary on capabilities such as resources and past experience of providing such services. Information provided in the Executive Summary is to be presented in a clear and concise manner.
3. Technical Requirements compliance: The Solution Features Section of the bidder's proposal must consist of a response to the technical requirements in Annexure 5. The bidder's response must explain the technical specifications wherever required.
4. Copy of Price Bid without commercials as per Annexure 6 – Commercial Bid Details.

6.3 Bid Security Deposit

Bidders are required to submit a Demand Draft drawn in favor of Bank of Maharashtra payable at Pune, towards Earnest Money Deposit (EMD) for Rs. 5,00,000/- (Rupees Five Lac only). Offers made without EMD will be rejected. Bank of Maharashtra will not pay any interest on the EMD. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent



amount issued by any scheduled commercial bank acceptable to Bank of Maharashtra. In case of Bank Guarantee from other than Public Sector Banks prior permission of Bank of Maharashtra is essential. The Bank Guarantee should be valid for 180 days from the date of submission of the offer. The format of Bank Guarantee is enclosed as Appendix -1.

The EMD made by the bidder will be forfeited if:

- a. If a bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
- b. In case of the successful bidder, if the bidder fails to:
 - i. Sign the Contract within 1 month of issue of purchase order / letter of intent.
 - ii. Furnish performance bank guarantee within 10 days of signing the contract.

The EMD will be refunded to

- The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for 25% of the yearly contract value valid till the end of assignment period with additional claim period of 6 (six) months. The additional claim period does not include migration period and the PBG may need to be suitably extended accordingly.
- The unsuccessful bidders, only after acceptance of the “Letter of Appointment” by the selected bidder.

7. Terms and conditions

7.1 General

The bidder should adhere to the terms of this tender document and would not accept any deviations to the same. The Bank reserves its right to not accept such deviations to the tender terms.

The bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for providing END-TO-END RECONCILIATION & DISPUTE MANAGEMENT OF VARIOUS DELIVERY CHANNELS, CASH IN ATMs/BNAs/IMPS/UPI/AePS/AADHAAR PAY & OTHER PAYMENT SYSTEMS.

Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the bidder responses would not be incorporated automatically in the tender document.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the Bidder.



7.2 Rules for responding to this tender document

7.2.1 Response document

- 7.2.1.1 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the commercial bids
- 7.2.1.2 The technical bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the bid security with the Bank or to withdraw the bid and obtain the security provided.
- 7.2.1.3 The bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 7.2.1.4 The bidder is required to quote for all the components/services mentioned in the Section 4.3 "Project scope" and Annexure 5 "Functional/Technical Specifications" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 7.2.1.5 In the event the bidder has not quoted for any mandatory or optional items as required by the Bank and forming a part of the tender document circulated to the bidder and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 7.2.1.6 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and implementing the solution. The Bank's interpretation will be final.
- 7.2.1.7 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the bidder and responded by the bidder have been quoted for by the bidder , and there will be no extra cost associated with the same in case the bidder has not quoted for the same.
- 7.2.1.8 The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for Solution readiness and availability etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions, Solution readiness etc. as proposed in the tender document

7.2.2 Performance Guarantee



- 7.2.2.1 If the contract is awarded, the bidder should furnish a Performance Bank Guarantee in the format as required by the Bank to the extent of 10% of the value of the contract within 10 days of the date of receipt of the purchase contract. The performance guarantee would be for the entire period of the Contract. 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.
- 7.2.2.2 The Solution will be deemed accepted only when all the functionalities as per the Scope are provided, commissioned and accepted by the Bank or the Bank appointed Consultant. The UAT shall be signed off between the Bank and the Successful Bidder.
- 7.2.2.3 Responses to this tender document should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 7.2.2.4 By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected.
- 7.2.2.5 Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 7.2.2.6 The bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this tender document, the bidder should fulfill all the terms and conditions of this tender document.
- 7.2.2.7 The bidder represents that the proposed Solution and its documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the proposed solution. The bidder represents and undertakes to obtain and maintain validity throughout the contract, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further undertakes to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.
- 7.2.2.8 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any



judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for Solution availability etc. as mentioned in this tender document.

7.2.2.9 The Bank and the bidder covenants and represents to the other Party the following:

It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

7.2.2.10 The execution, delivery and performance under an Agreement by such Party:

Will not violate or contravene any provision of its documents of incorporation;

Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

- ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- ▶ To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder. The bidder undertakes to provide appropriate human as well as other resources required, to provide the requirement for managing the project as part of the contract, from time to time.



7.2.2.11 The Bank would not return the bid documents to the bidder.

7.2.2.12 The Bank shall not be held liable for costs incurred during any negotiations on proposals or proposed contracts or for any work performed in connection therewith.

7.2.3 Changes to the tender document.

7.2.3.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The bank will inform all bidder's about changes, if any.

7.2.3.2 The Bank may revise any part of the tender document, by providing a written addendum to all short-listed bidders at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date.

7.2.3.3 The Bank reserves the right to extend the dates for submission of responses to this document.

7.2.3.4 Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted at the address mentioned in earlier, and should be received by the point of contact no later than the time specified in Section 1 of this document. Responses to inquiries and any other corrections and amendments will be distributed to all the bidders in the form of electronic mail or hardcopy or updated on the Bank's website or newspaper journals; the preference for distribution would be with the Bank. The bidder, who posed the question, will remain anonymous.

7.2.3.5 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidder's and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.

7.2.3.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidder's for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.

7.2.3.7 The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations.

7.2.3.8 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. The Bank may treat the offers not adhering to these guidelines as unacceptable.

- 7.2.3.9 If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the bidder will have to submit the clarification within 3 days from the day it was conveyed to the bidder regarding the same.
- 7.2.3.10 The solution will not be accepted as complete if any facility /service as required is not available or not up to the standards projected by bidder in their response and the requirement of this tender.
- 7.2.3.11 There will be an acceptance inspection by the Bank or its nominated consultants for the Solution. In case of discrepancy in facilities /services provided, the Bank reserves the right to cancel the entire purchase contract. The inspection will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants. The contract tenure for the Solution will commence after acceptance of the Solution by the Bank. The Bank will accept the solution on satisfactory completion of the above inspection. The Installation cum Acceptance Test & Check certificates jointly signed by bidder's representative and Bank's official or any consultant / auditor appointed by the Bank should be received at IT Department, Pune along with invoice etc. for scrutiny before taking up the request for consideration of payment.
- 7.2.3.12 The bidder is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this tender. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the bidder, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of bidder shall be paid by bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of bidder's employee, agents, contractors, and subcontractors. The bidder shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. However, the bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- 7.2.3.13 The Bank shall inform the bidder all breaches and claims of indemnification and shall grant the bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the bidder). The written demand by the Bank as to the loss / damages



mentioned above shall be final, conclusive and binding on the bidder and bidder shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.

- 7.2.3.14 In respect of demands levied by the Bank on the bidder towards breaches, claims, etc. the Bank shall provide the bidder with details of such demand levied by the Bank. For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the bidder to its employees, its agents, contractors and sub contractors." 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 the bank arising out of claims made by its customers and/or regulatory authorities.
- 7.2.3.15 The Bank will scrutinize the technical bill of material and conformity to the requirements as specified in the RFP. As part of this process the Bank will try and normalize to the extent possible technical requirements and comparisons to the extent possible between vendors. In the event of major deviations in the technical bids submitted by the bidder the Bank may choose to provide for a re-pricing option to all the technically short-listed bidder's. The bidder agrees that it has no reservations with this process.

8. Terms of Reference

8.1 Contract Commitment

The Period of Contract shall be for a period of three years. The contract period will start from the date of acceptance of the project. The Bank reserves the right to extend the agreement for further period of two years at the option of the Bank at the same terms.

8.2 Payment Terms

The bidder must accept 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.

8.3 Acceptance of the Project

The Bank will carry out the inspection of the Project Implementation prior to the Project Acceptance. The bidder shall ensure that all the deliverables are in place and will submit to the Bank all the required evidences and records for the Bank to carry out Project Acceptance

8.4 Compliance with all applicable laws

The bidder shall undertake to observe, adhere to, abide by, comply with and notify the 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 the



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 the 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 the bank arising out of claims made by its customers and/or regulatory authorities.

8.5 Order Cancellation

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- ▶ Delay in Solution readiness and handing over the Solution to the Bank.
- ▶ Serious discrepancy in the quality of service / facility / security.
- ▶ In case of order cancellation, any payments made by the Bank to the bidder would necessarily have to be returned to the Bank with interest @ 15% per annum, further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder. This is after repaying the original amount paid.

8.6 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 the 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 tender document or breach of any representation or warranty by the bidder, (iii) use of the allocated Solution and or facility provided by the bidder, (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 Solution requirement. The bidder



shall further indemnify the Bank against any loss or damage arising out of loss of data, 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 equipments at all points of time, provided however, (i) the Bank notifies the bidder in writing immediately on aware of such claim, (ii) the bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides the 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 the 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 System Integrators) rights, interest and reputation.

The bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- ▶ Non-compliance of the bidder with Laws / Governmental Requirements
- ▶ IP infringement
- ▶ Negligence and misconduct of the bidder, its employees, and agents
- ▶ Breach of any terms of tender document or Representation made by the bidder.
- ▶ Act or omission in performance of service.
- ▶ Loss of data due to bidder provided facility.

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 the bank arising out of claims made by its customers and/or regulatory authorities.

The bidder shall not indemnify the Bank for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and System Integrators of the Bank would be considered as a "direct" claim.

8.7 Inspection of records

All records captured – video, security register, access control of Bank's, hardware movement, helpdesk tickets, escalations etc for the allocated server room, NOC room and any other area provided to the Bank shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial



information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

8.8 Publicity

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

8.9 Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

8.10 Liquidated Damages, Penalties / Delays in Bidder's Performance

Liquidated Damages

The Bank will consider the inability of the bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to Delivery, Installation, Operationalization, Implementation, Training, Acceptance, Warranty, Maintenance etc. by the bidder.

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

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

The liquidated damages to be charged for not adhering to the timelines are as under:

Activity	Timeline for completion	Liquidated Damages
i. Installation of Solution at Bank's Premises	4 weeks from the Date of Acceptance of Purchase Order.	Any delay in completing any or all will attract penalty at the rate of Rs. 10,000
ii. Migration of Data from the existing system to the service provider's system and testing	6 weeks from the Date of Acceptance	



of all the existing functionalities specified in the RFP.	of Purchase Order.	(Rupees Ten Thousand only)
iii. Parallel Run of the new Reconciliation System along with the existing system.	10 weeks from the Date of Acceptance of Purchase Order.	per day after 12 weeks from the Date of Acceptance of Purchase Order.
iv. Commencement of Live Operations from the new system.	12 weeks from the Date of Acceptance of Purchase Order.	

Bank may consider termination of the contract, in case, there is considerable delay by successful bidder in successful implementation and commencement of live operations.

Penalties / Delays in Bidder's performance

The successful Bidder will be charged Penalty for not adhering to the TAT & non-implementation of modules at below mentioned rate, subject to cap as under:

Sr. No.	Task	Period	Penalty Amount (in Rupees)	Maximum Penalty (Cap in Rupees)
			Per Day / Per GL Account	
1.	Delay in settlement after T+1 for various networks	2 nd to 10 th day	2000.00	5000.00
		11 th day to 20 th day	5000.00	10000.00
		Beyond 20 days	10000.00	20000.00
2.	Delay in Merchant Settlement after T+1 for various channels	2 nd to 10 th day	5000.00	10000.00
		11 th day to 20 th day	10000.00	20000.00
		Beyond 20 days	20000.00	40000.00
3.	Delay in ATM/BNA cash Reconciliation	Beyond 7 days	3000.00 (per day / per ATM/BNA)	25000.00
4.	Non-implementation of any module	Beyond 30 days	10% of Monthly Fees to be received from Bank	

The penalty would be calculated and will be recovered from the billing amount payable to the vendor. The penalty mentioned above would be over and above the penalty / compensation payable to Card holders as per RBI directives/penalty payable as per network regulations for not raising credit adjustment.

The vendor will also be liable to bear the actual loss on account of wrongful/excess credits or wrong/delayed reporting in reconciliation/dispute process activities undertaken by the vendor due to the reasons attributable to the vendor.



Penalty on account of RBI Directives / Network regulations:

The penalty/compensation payable to the Cardholders / Account holders as per RBI directives present and future, for delayed settlement of failed ATM, IMPS, UPI, AePS and other Digital Transactions has to be borne by the vendor. The penalty payable to various networks for delayed processing of credit adjustment in case of Acquirer transactions has to be borne by the vendor. In addition to the above existing guidelines of RBI / Network the penalty payable due to modification/introduction of new guidelines by RBI/NPCI/existing network/new network which the Bank may join, will be to the account of the vendor.

The Bank may consider the following exemptions on case to case basis:

- Non receipt of required EJ, Reports on overage and shortages.
- Non receipt of relevant files from VISA/NFS or any other shared payment network to which the Bank is a member.
- Non receipt of host data files.

8.11 Confidentiality

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 the 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 the 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 the Bank and cannot be returned. 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 the 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 the Bank with the bidder .
- (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 hereunder 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 of the agreement between the bidder and the Bank.

8.12 Force Majeure

- 1. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, Acts of God or of public enemy, acts of Government of India in their sovereign capacity and acts of war.
- 3. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise



directed by the Bank in writing, the bidder shall continue to perform bidder's obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

8.13 Resolution of disputes

1. The Bank and the supplier bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the bidder, any disagreement or dispute arising between them under or in connection with the contract.
2. If the Bank Project Director and Bidder Project Director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the bidder and Bank respectively.
3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the bidder and Bank, the Bank and the bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
4. All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.
5. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
6. This tender document shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.



8.14 Exit option and 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 10 days of receipt of purchase contract;
 - b. Delay in providing the Solution with complete readiness;
 - c. Serious discrepancy in functionality of any service, which has an impact on the Bank's equipments in production environment;
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 services to the Bank as per the contract.
5. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 90 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a System Integrator who will be responsible for all dealings with the bidder regarding the delivery of the reverse transition services.
6. The reverse transition services to be provided by the vendor shall include the following:
 - a. The vendor shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and managing ATM Reconciliation Solution.
 - b. Vendor shall provide adequate documentation thereof.
 - c. The vendor shall jointly manage the Reconciliation Solution with the bank or designated team for a reasonable period of time
 - d. The vendor shall assist the bank in migration of the Solution to another, if desired by the bank.
7. Knowledge transfer: The Vendor shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Vendor 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 Vendor's Intellectual Property Rights of this Agreement.

8. Warranties:

- a. All the warranties held by or in the name of the vendor shall be assigned or transferred as-is, in the name of the bank. The vendor shall execute any and all such documents as may be necessary in this regard.
- b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
- c. The vendor shall provide all other services as may be agreed by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and priced.
- d. The vendor recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the vendor agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the vendor under the scope, upon termination or expiration thereof, for any reason whatsoever.

9. The cost for reverse transition if any should be part of the commercial offer.

10. During which the existing bidder would transfer all knowledge, know how and other things necessary for the Bank or new vendor to take over and continue to manage the services. The bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exist of the parties.

11. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

12. The Bank and the bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

13. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected vendors as would be required.

8.15 Corrupt and fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that bidder s / 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 any thing 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.

8.16 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

8.17 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.

8.18 Termination

1. The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.
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.



8.19 Effect of termination

1. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
2. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
3. 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. In case the bank wants to continue with the bidder's facility after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
4. 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.
5. 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.

8.20 Non-Disclosure Agreement

Bidders must comply with all clauses mentioned in the **Non-Disclosure Agreement (NDA)**. No changes to the NDA are allowed. The NDA must be executed on the bidder's company letterhead. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA) must sign the NDA. The format of NDA is enclosed as Appendix-3.

9. Disclaimer

The scope of work document is not an offer made by Bank of Maharashtra 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.



ANNEXURE 1 : COVERING LETTER FORMAT (TECHNICAL OFFER)

Date

To,

The General Manager

Information Technology & Operations

Bank of Maharashtra

Head Office, Lokmangal,

1501, Shivaji Nagar,

Pune - 411005

Dear Sir,

1. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this tender and also to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of Tender (Commercial Bid) opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter shall be on the letterhead of the Vendor duly signed by an authorized signatory)



ANNEXURE-2 : ELIGIBILITY COMPLIANCE

S.No.	Eligibility Criteria	Documents required	Complied Y/N
A) General Criteria			
1	Shall be a PSU / PSE / Partnership firm or a limited company having existence in India. The necessary certificates viz., Certificate of Incorporation in case of Limited company, Registration Certificate along with the latest partnership deed in case of partnership firm shall be submitted with the offer.	Partnership firm-Certified copy of Partnership Deed. Limited Company-Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. Reference of Act/Notification For other eligible entities- Applicable documents	
2	Shall have been in existence for three years as on 31-03-2018.	Partnership firm / LLP-Certified copy of Partnership Deed. Limited Company-Certified copy of Certificate of Incorporation and Certificate of Commencement of Business. For other eligible entities- Applicable documents	
3	The firm shall not be blacklisted / barred by Government of India or any regulatory body or any Public Sector Bank in India in last five years.	Self Declaration	
B) Financial Criteria			
4	Shall have a minimum annual Turnover of Rs.25.00 crores (Rupees Twenty Five Crores) during last three financial years viz. 2015-16, 2016-17 and 2017-18.	Copy of audited Balance Sheet and P&L statement for the financial years 2015-16, 2016-17 and 2017-18 (If audited not available, Provisional).	
5	Shall have made positive Net worth OR in Profit for the last three financial years viz. 2015-16, 2016-17 and 2017-18.	Copy of audited Balance Sheet and P&L statement for the financial years 2015-16, 2016-17 and 2017-18 (If audited not available, Provisional).	



C) Technical Criteria (Experience and other Technical Requirements)

6	The bidder should be engaged in providing end to end Debit Card transaction and ATM Cash Reconciliation in a centralized environment since last 3 years with at least one Public Sector Bank in India for last two years on continuous basis. The number of ATM transactions handled must be minimum 3 Lac per day.	Copy of the Purchase Order & Signoff Document from the Customer. Credential from concerned Client regarding confirmation in volume of transactions being reconciled on daily basis.	
7	The application software to be used for the said purpose should be web enabled and RDBMS based. The bidder should either own the software or hold license, with the right to customize the application software.	Self-Declaration.	



ANNEXURE – 3 : EXPERIENCE

Service	Sr. No	Customer / Client Name	Scope of Work	Period From - To	Magnitude Of Work	Contact person - Name /Address - Tel. No./Fax No
Providing End to End Reconciliation services of various delivery channels, Cash in ATM / BNAs, IMPS / UPI / AePS / Aadhaar Pay and Other Payment Systems as per scope defined in Annexure-5.	1					
	2					
	3					
	4					
	5					

NOTE:

The bidder to provide documentary evidence (certificates from customers/clients) in support of the experience/scope of services delivered (Reconciliation of various channels) and magnitude of work undertaken.



ANNEXURE – 4 : VENDOR INFORMATION

Sr No	Information Required	Particulars/Response
1	Name of the bidder/ Company Name	
2	Date of Incorporation/Registration (enclose certificate of incorporation and certificate of commencement of business)	
3	Constitution of the bidder, i.e., Limited Company, Private Limited Company, Partnership, Sole Proprietorship, or any other type	
4	Bidder's Registered address	
5	Bidder's Corporate address	
6	Name(s) of partner(s), if applicable	
7	Address(es) of partner(s), if Applicable	
8	Name(s) of the authorized executive(s)	
9	Turnover for last three years (Year wise turnover)	2015-16 2016-17 2017-18
10	Profit & Loss for last three year [Net Profit/Loss(-)]	2015-16 2016-17 2017-18
11	Experience of handling ATM/Debit Card & Other Channels' Reconciliation activity. Name of the Banks served with years of service: Monthly average number of transactions currently being handled for each Bank (Bank-Wise) Scope of work/service delivered. (Attach certificates from the Bank as documentary evidence to the above statement)	
12	E-mail address(es) of authorized representative(s)	
13	Phone nos. of authorized representative(s)	
14	Fax nos. of authorized representative(s)	
15	Escalation Matrix: Level -1 Level – 2 Level – 3	



ANNEXURE – 5 : FUNCTIONAL/TECHNICAL SPECIFICATIONS

Sr No	Requirements	Response (A/N/C)	Remarks
A.	Reconciliation and Accounting of ATM/BNA/IMPS/UPI/AePS & Other Channels		
A.1	Extraction/Downloading Host, Switch, Network & EJ data files and verification of the files.		
A.2	Validation of the data files for reconciliation and for the settlement amount, integrity and structure.		
A.3	Reconciliation of the transactions based on Host, Switch, Network (VISA, NFS) & EJ for Acquirer transactions.		
A.4	Reconciliation of the transactions based on Host, Switch, Network (VISA, NFS) for Issuer transactions.		
A.5	Rule based reconciliation of entries – perfect match ie all the fields match, Manual reconciliation – based on fields to be relaxed – rules to be specified by the Bank.		
A.6	Generation of unreconciled reports like: entries unreconciled with various networks/us-on-us outstanding etc.		
A.7	Fully Reconciled transactions- Transactions present in Switch/Host/ Partner/ EJ(Acquirer)		
A.8	Unreconciled transactions: a) ISSUER : Transactions present in Partner / Host and not in switch. Transactions present in Host/Switch and not present in Partner. Transactions present in partner and not present in Switch/Host. Transactions present in Host and not presenting switch / Partner. Transaction present in Switch and not present in Host / Partner. Transactions present with successful response code in Host/Partner and not present in switch. Transactions twice debited to accounts present in switch with partner bad response.		



	<p>b) ACQUIRER :</p> <p>Transactions present with successful response code in Partner/Host/EJ and not in switch.</p> <p>Transactions present with successful response code in Host/Switch/EJ and not present in Partner.</p> <p>Transactions present with successful response code in Partner/Switch/EJ and not present in Host.</p> <p>Transactions present with successful response code in Partner / Switch / Host and not present in EJ.</p> <p>Transactions present with successful response code in partner and not present in Switch / Host / EJ.</p> <p>Transactions present with successful response code in Host and not present in switch / Partner / EJ.</p> <p>Transaction present in Switch and not present in Host/Partner/EJ.</p> <p>Transactions present with successful response code in EJ and not present in Switch/Host/Partner.</p>		
A.9	Manual Reconciliation of the un-reconciled entries after the above Column 7 reconciliation.		
A.10	Claiming the amount from other networks for successful transactions but settlement not received immediately i.e on T+1 basis, first presentment.		
A.11	Excess cash (received from branches-different networks) upload and raising credit adjustments (generation of files to be uploaded (bulk upload) in various networks) for unsuccessful transactions based on remittance received and based on reports (EJ bad response, switch uncertain dispense, partner good response) and generating letters to branches for remitting the amount for credit adjustments raised based on report/upload in database.		
A.12	Date-wise reconciled and un-reconciled reports containing all the reconciled & unreconciled transactions separately based on the rules.		
A.13	Upload of claims registered by branches in the required format in various networks.		
A.14	Saving/verifying proof for rejected claims and generation of letters to branches enclosing proof.		
A.15	Generation of file to be uploaded in CBS for remitting amount to branches for loro not generated transactions.		



A.16	Accept/ Reject claims on us for various modules after verifying EJ / Host data / Switch / Data file provided by various networks /generating letters to branches to send remittance in respect of claims accepted. Upload of claims on us from various networks / status upload in the database.		
A.17	Changes in procedures and policies, accounting and settlements in line with VISA/NFS/NPCI or future Tie-up Banks / Networks etc.		
A.18	Verification of Interchange Fee and other charges levied by various Networks for ATM/IMPS/UPI/AePS and other Digital Transactions.		
A.19	Generating up-loadable files for debiting or crediting customer's accounts for customer claims and un-reconciled entries.		
A.20	Computation of Issuer fees, acquirer fees, balance enquiry fees and any other charges / difference in charges for debiting to cardholders account		
A.21	Generating the files for the Reconciliation Cell / Branches to debit/credit the cardholders/account holders accounts.		
A.22	Separating the reconciled transactions based on rules as in Col 8 above and matching with the GL balances maintained by the Bank.		
A.23	Updating the bank on a daily basis the status of reconciled and unreconciled transactions, including all stages of disputes resolution, pending, resolved, chargeback pending, rejected and accepted i.e T+1 basis.		
A.24	Alerting and Informing the Bank immediately without any delay after processing the data if there is any huge variation in the transaction accounting by the CBS host		
A.25	Verifying the Network / Switch /Host Data with the settlement reports and providing error reports of any missing data or error data to the switch or CBS team of the Bank.		
A.26	Verifying the EJ pulled by the Switch and providing error reports of any missing data or error data to the Switch team of the Bank (for ATM/BNA transactions).		



A.27	Contacting the Branches for obtaining EJ files/ATM Cash tallying report where cash tallying is done by the Branch for disputes resolution and where EJ is not pulled by the switch.		
A.28	Verifying the charges debited by CBS Host for various transactions as prescribed by the Bank for Financial and Non-financial transactions.		
A.29	Verifying CBS host file and switch file single debits and multiple reversals or single credits and multiple debits for transactions.		
A.30	Completing the entire reconciliation process including credit adjustment to other networks/credit to our card holders/account holders account of unsuccessful transactions before beginning of business hours at Branches / Offices specified by the Bank and or specified by the network.		
A.31	Parameterized application software for adding /modifying/deletion of new branches/ ATMs/ Network / any field in the reconciliation software.		
A.32	Configuration Source Data Configuration BIN Configuration Member BIN Configuration Network Account Configuration Terminal Configuration Keyfield Configuration for matching. Domestic Fee Configuration International Fee Configuration GL Account Configuration Dispute Configuration		
A.33	Tie-up/Sponsored / Associate Bank Recon & Accounting Reconciliation of both Issuer and Acquirer Transactions. Automated Accounting entries for tie-up/Sponsored/Associate bank transactions Update and Reconcile transactions Generation of settlement files bank-wise Transaction based accounting Computation of fees for Issuer /Acquirer transactions		



A.34	Accounting Reconciliation linked to Accounting Transaction level accounting Maintenance of ledger accounts Maintenance of Trial Balance Maintenance of Profit & Loss Accounts Interface for Manual Accounting Entry Daily Summary Voucher: To generate and print Vouchers/ Accounting entries for the specified date for accounting in Core Banking system. Reconciliation of settlement Bank Accounts viz Bank of America for Visa, etc.		
A.35	Transaction history for all transactions (reconciled / unreconciled, disputed/not disputed, credited/rejected, unreconciled credit/debited (debit adjustment)/letter sent		
A.36	Maintenance of parallel GLs accounting/tallying.		
A.37	Day end report showing amount of chargeback/ pre-Arbitration / arbitration / credit adjustment / debit adjustment/ representment as per different networks and uploaded in database.		
A.38	Transaction reconciliation of sponsored RRBs and related settlement accounting.		
A.39	Provision to extend the reconciliation process/services for sponsored RRBs of the Bank.		



A.40	<p>GL Reconciliation (Receivable & Payable A/c)</p> <p>Reconciliation of all the Receivable & Payable account for all the network i.e NFS, VISA, Rupay, Master card etc for all channels.</p> <p>Age wise breakup of entries pending in Receivable A/c with Summary.</p> <p>Alert reports for entry pending More than 2 days.</p> <p>Accounting for all type of disputes in CBS.</p> <p>Reconciliation of all the Receivable/Payable chargeback GL.</p> <p>Age wise breakup of entries pending in Chargeback GL.</p> <p>Settlement entries pending in Receivable / Payable account.</p> <p>Excess settlement posted in Receivable / Payable account.</p> <p>Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.</p> <p>Generate daily tally sheet.</p>		
B	Cash in ATM & BNA Reconciliation & Tallying		
B.1	Reconciliation and generation of mismatches on daily basis of the ATM transactions (EJ File) with Bank's CBS host, ATM switch file, Network files.		
B.2	<p>ATM/BNA Cash Reconciliation based on report received from cash loading vendor / Branches.</p> <p>Generation of reconciled and unreconciled entries ATM-id/BNA-id -wise along with vouchers to be posted in CBS system.</p> <p>Upload of load and unload cash details to the system and generation of reports including tallying of cash with GL balance.</p>		
B.3	Verification of overages / shortages at the time of load / unload provided by the outsourced vendor based on reconciliation. Card wise details of such expenses/shortage to be identified subsequently.		
B.4	Upload Electronic / Manual Cash position of each ATM/BNA.		



B.5	Reconciliation position of ATM/BNAs from one stage of Cash Replenishment to next Cash Replenishment or EOD/BOD to EOD/BOD balances in Switch / ATM / CBS.		
B.6	Reconciliation of transactions of various network to which bank is associated like VISA, NFS, etc and in any other network which the bank may become member.		
B.7	Providing uploadable file of unsuccessful transactions for credit to cardholders' account of our Bank and other network separately for credit adjustments.		
B.8	Providing uploadable file of successful transactions but not debited to accounts for debit to cardholders account of our Bank and other network separately for debit adjustments.		
B.9	Maintenance and tallying of un-reconciled – Un-identified entries (Suspect) after ATM/BNA cash tallying in a separate account and Daily Reconciliation and tallying.		
B.10	Comparing the Switch and calculated amount of cash load and unload with that of the information sent by the nodal branch for tallying.		
B.11	Rule based identification of unsuccessful transactions based on Switch/Network parameters.		
B.12	Reconciliation of cash loaded and unloaded in ATMs through nodal branch by outsourced vendor based on advices/reports/admin reports received from Nodal Branch/Cash loading vendor.		
B.13	Identifying multiple debit/reversals by ATM switch based on ATM EJ and CBS host data.		
B.14	Cash tallying certificate of individual ATM/BNAs on daily basis and maintaining for production to Ombudsman along with other documents to be produced before Ombudsman or consumer forums in case of disputes.		
B.15	Alerting the Bank immediately without any loss of time any huge variance in ATM cash as per reports submitted by the cash loading vendor/branches with GL balance at any time.		
B.16	Generation of uploadable files for debiting of charges for transactions either fully or partly for domestic and international transactions.		



B.17	Maintenance of currency rates for international transactions and generation of uploadable file for debiting the customer's account the full/partial (undebited online) amount.		
B.18	Generation of uploadable files for charges/surcharge/tips not debited online in case of issuer transactions at other networks ATM or POS terminals.		
B.19	Reconciliation and accounting of card-to-card transfers (inward and outward) on a daily basis.		
B.20	EJ files to be preserved and maintained for future reference.		
B.21	Various operations, supervisory and business reports for MIS purposes with full card details, network routed, etc.		
C	Dispute & Claim Management		
C.1	Automated processing & settlement of dispute resolution at different stages under various networks as per rules of each network.		
C.2	Dispute resolution of our Bank cardholders / account holders on automatic credit of unclaimed amount by other networks after a certain period.		
C.3	Dispute resolution of our debit cardholders at other Banks ATM & POS by taking with other networks through the network as per procedure prescribed by each network including automated procedure eg., generating chargeback file and upload to VISA or connect to VISA network for uploading online the chargeback file.		
C.4	Follow-up with the network /acquiring bank the status of the claims /chargeback raised, escalating to the next level if disputed by the cardholders eg., Pre- arbitration etc.		
C.5	Ensuring credit adjustment of transactions of unsuccessful acquiring transactions after specific period decided by the Bank including upload option to the network. eg DMS of NFS, EDIT package of VISA.		
C.6	Maintenance of records for production before Ombudsman in case of successful transactions from reconciliation.		
C.7	Resolving the disputes within the period specified by RBI /network regulations at present and modified in future.		



C.8	Monitoring the disputes at every stage and escalating within the specified period with information to the cardholders of status by letter and proof through the Branch for complaints received through Branch/to cardholder on email for email complaints / updation in the intranet/internet application for the information of Branch/cardholders.		
C.9	Handling acquirer chargebacks by verifying the EJ, Switch file and Host file and ATM cash tally report including acceptance/rejection with necessary proof through the system prescribed by each network for ATM & POS transactions.		
C.10	Tallying the daily disputes resolved both issuer and acquirer with necessary reports and matching with the General ledger balances maintained by the Bank.		
C.11	Recovery of charges for retrieval request raised on behalf of cardholders / account holders and other charges for disputes resolution as specified by the Bank.		
C.12	Good faith, pre-arbitration, arbitration requests of our debit cardholders within and outside the dispute system of the network through stages prescribed by the network or directly with the acquiring bank in case of our cardholders disputes beyond the period prescribed by network and resolving the same within the time specified by the Bank.		
C.13	Good faith requests received from other Banks outside/within the system i.e. through email – attending to the requests and resolving the same within the period specified by the Bank.		
C.14	Registration of disputes by branches/office/ Cardholders / Call Centre through intranet and intranet and validation of data during registration and intimation of status of registered disputes at every stage to the Branch/offices/ Call Centre / cardholders through intranet/internet.		
C.15	Reporting of frauds to networks and filing of necessary formats and documents.		
C.16	Automation in initiating retrieval request and uploading fulfilled retrieval requests. Proof of representment /pre-arbitration/Arbitration to be stored and retrieved in the system.		



C.17	Daily Summary Voucher: To generate and print Vouchers/ Accounting entries for the specified date for accounting in CBS relating to all Dispute stages		
D	MIS Reports		
D.1	MIS reports for reporting to regulatory (RBI) and network operators on ATM & POS transactions, IMPS / UPI / AePS & other Digital Channels' disputes, resolved, pending age wise etc.		
D.2	Generation of daily MIS statement. Status of reconciliation- Date-wise, transaction type-wise / Network-wise etc.		
D.3	Summary reports like outstanding / pending Reconciliation transaction-wise. ATM/BNAs pending for reconciliation.		
D.4	Monthly Statements: List of ATMs where Acquirer transactions are more with details, where issuer transactions are more, location wise etc based on parameters specified by the Bank.		
D.5	List of cardholders withdrawing cash/non-financial transactions based on amount and number from our ATMs and other Bank ATMs – details of ATM location wise etc report based on parameters specified		
D.6	List of cardholders performing transactions outside India and within India based on parameters specified by the Bank. For eg., at least one transaction abroad or beyond a threshold limit etc.		
D.7	Age-wise summary of un-reconciled transactions of all Digital Channels based on the parameters specified by the Bank with number of transactions and amount.		
D.9	Reports of number of transactions / Charge-backs / disputes and other details on the basis of which charges are levied by network for verifying the switching/network fees paid to other networks like VISA, NFS.		
D.10	Summary reports to verify the interchange received and paid to various networks on daily basis including international transactions.		
D.11	Periodical reports to Top-management specified by the Bank and ad-hoc reports to assess the performance of various Digital Channels (ATM, BNA, UPI, IMPS, AePS etc) by the Bank.		



D.12	Audit trail of the entire application with periodical backup of the data to be provided to the Bank in a format readable by the Bank and specified by the Bank.		
------	---	--	--

NOTE:

Please use the ratings given below to respond to the requirements:

N – Facility **Not** Available

A – **Available**

C – **Customizable**, free of cost, in the current version itself, before acceptance of by the Bank



ANNEXURE – 6: COMMERCIAL BID (MASKED BID)

Name of the Bidder : _____

Sr. No.	Service Offered	Parameter	Rate (A)	Qty / Month (B) (Indicative)	Cost / Month (A*B)	Cost for 3 Years (D=C*36 months)
1	Reconciliation of various channels viz ATM/BNA/IMPS/UPI/ AePS and other Payment Systems (up to the Logical closure of the transaction including Resolution of the Complaint, if any)	Per Transaction		1,80,00,000		
2	Reconciliation services for Cash in ATM / BNA / Recycler	Per ATM/BNA / Recycler		2500		
Total Cost of Ownership Rupees in Figures						
Total Cost of Ownership Rupees in Words						

NOTE:

- Following assumptions have been made in order to arrive the Total Cost of Ownership:
 - Average number of transactions per month : 180 lakhs
 - Average number of transactions per year : 2160 Lakhs
 - Projected Number of ATMs at the end of 3 years : 2500
- The bidder has to submit the price bid only in the above format. Any other format would be summarily rejected at the time of opening the bid.
- In case there is any difference in rate quoted given in words and figures, the rate written in words shall be considered final & binding.
- No extra cost shall be payable by the Bank for integration with all relevant applications/systems for reconciliation.
- The rates to be quoted shall be exclusive of applicable taxes, if any.
- The bid can be an indicative price bid and the bank may consider conducting a reverse auction to determine the L1 bidder.



ANNEXURE – 7 : GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION

Introduction:

Bank of Maharashtra 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:

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 System Integrator and bidder. (This format will be given by the System Integrator 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 bidder 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 / bidder 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 System Integrator specifically identified/ appointed/ empanelled by the Bank.
- h. **PROXY BID:**
- i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally 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 System Integrator.



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 per transaction cost of the line items mentioned in Annexure 6 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 total value as per Annexure 6 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 informed to the technically qualified bidders.
- ii. The bid decrement value shall be in multiples of the base decrement value that will be informed to the technically qualified bidders
- 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 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 6 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 System Integrator by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the System Integrator. This shall be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the System Integrator to upload the faxed prices online. In case the required time is not available with the System Integrator at the time of receipt of fax message, the System Integrator 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 System Integrator 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 System Integrator. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder.
- b. The auction type is English Reverse No Ties.
- c. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 5 minutes of Auction closing, the Auction time will get extended for another 5 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 5 minutes of the last quote of such extended time. Total number of the extensions is restricted to maximum 10.
- d. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- e. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- f. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- g. Bidding will be conducted in Indian Rupees (INR).
- h. The bidder has to quote the total cost of items mentioned in Annexure 6 of RFP. Bank will arrive at TCO as per the format mentioned in the Annexure 5 after closure of bidding.
- i. The TCO arrived by the Bank after closure of reverse auction is final and shall be accepted by the L1 bidder.
- j. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- k. 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.
- l. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP 062018, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.



- m. Only those bidders who are technically qualified and competent to provide the required solution as per RFP 062018 are only eligible to participate in Reverse Auction Process.
- n. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.
- o. All other terms and conditions of the RFP 062018 remain unchanged.



ANNEXURE 8 – PRE CONTRACT INTEGRITY PACT

(To be executed on RS 500 Stamp Paper)

General:

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

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER:

- 1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any



person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

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

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

COMMITMENTS of BIDDERS

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

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

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



disfavor to any person in relation to the contract or any other contract with Government.

- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial



interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (*to be specified in RFP*) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
- 5.1.1.** Demand Draft in favor of **Bank of Maharashtra.**
- 5.1.2.** A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.1.3.** Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.



5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- 6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.



- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

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

8. Independent Monitors:

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.



8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions:

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

12. Validity:

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

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



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

BUYER

Name of the Officer:

Designation:

IT Department

Bank of Maharashtra

(Office Seal)

BIDDER

CHIEF EXECUTIVE OFFICER

(Office Seal)

Place _____

Date _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____



APPENDIX 1 : BID SECURITY FORM

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

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

To:

The General Manager

Information Technology & Operations

Bank of Maharashtra

Head Office, Lokmangal,

1501, Shivaji Nagar,

Pune - 411005

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (*date of submission of bid*) for providing End to End Reconciliation Services of various Delivery Channels, Cash in ATMs /BNAs, IMPS/UPI/AePS/Aadhaar Pay & Other Payment Services in response to Bank of Maharashtra's Request for Proposal (RFP) No. RFP 062018 (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE _____ (*name of bank*) of _____ (*name of country*) having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto Bank of Maharashtra (hereinafter called "the Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - (a) fails or refuses to execute the mutually agreed Contract Form if required; or
 - (b) fails or refuses to furnish the Performance Bank Guarantee, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.



This guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof shall reach the Bank not later than the above date.

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) The Total Liability of Bank under this guarantee shall be limited to Rs. 5,00,000/- (Rupees Five Lakhs only) only.

Place :

SEAL

Code No.

SIGNATURE.

NOTE:

1. BIDDER SHALL ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN INDIA.



APPENDIX – 2 : Proforma of Letter to be given by all the Vendors participating in “Providing End to End Reconciliation Services of various Delivery Channels, Cash in ATMs/BNAs, IMPS/UPI/AePS/Aadhaar Pay & Other Payment Services” Project on their Official Letterhead.

To
The General Manager
Information Technology & Operations
Bank of Maharashtra
Head Office, Lokmangal,
1501, Shivaji Nagar,
Pune - 411005

Sir,

Sub: RFP for “Providing End to End Reconciliation Services of various Delivery Channels, Cash in ATMs/BNAs, IMPS/UPI/AePS/Aadhaar Pay & Other Payment Services”

Further to our proposal dated XXXXXXXX, in response to the tender Document issued by Bank of Maharashtra (“**Bank**”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Authorised Signatory

Designation

Bidder’s corporate name



APPENDIX – 3 : NON-DISCLOSURE AGREEMENT

(On Stamp Paper of relevant value)

This Confidentiality cum Non -disclosure Agreement is entered into at _____ on this day _____ of _____ 2018, between Vodafone Ltd a company within the meaning of Companies Act, 1956, having its Registered Office at _____ (herein after called "Bidder") and Bank of Maharashtra, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 1501, 'LOKMANGAL', Shivajinagar, Pune – 411 005 (herein after referred to as 'BOM' or "Bank").

The Bidder and BOM would be having discussions and negotiations concerning the establishment during continuance of a business relationship between them as per Agreement dated _____ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnesseth:

- 1 Proprietary Information: As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2 Confidentiality

- a) Each party shall keep secret and treat in strictest confidence all confidential



information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.

- b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3. Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limit on Obligations : The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- a) Is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) Is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or



governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.
6. Communications: Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

MIS _____ (BOM) Attn : _____ Attn-----

7. Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for 2 years following the term of the Agreement dated _____.
 - a. Nothing herein contained shall be construed as a grant by implication, estoppels, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.
8. Damages: The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.
Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.
9. Miscellaneous:
 - a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
 - b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assignees



c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s _____

Authorized Signatory

Shri _____ Designation _____

Bank of Maharashtra

Authorized Signatory

Shri _____ Designation _____