

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

**REQUEST FOR PROPOSAL  
FOR  
Appointment of Consultant  
for ATM switch & Related Services**

**TENDER REFERENCE NO: 072010**



**बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra  
ONE FAMILY ONE BANK**

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

Cost of Tender Document: Rs.10,000/-

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## 1. Invitation for Tender offers

Bank of Maharashtra is a nationalized Bank serving the nation for the last 75 years. It has a three tier organizational set up consisting of Branches, Regional Offices and Central Office, The Central Office of the Bank is at 1501, Shivajinagar, Pune – 411005.

The Bank has 1453 branches and 345 ATMs across the length and breadth of the country. In the state of Maharashtra, the bank has 943 branches, the largest network of branches by any Public Sector Bank in a state.

The Bank has 789 rural and semi-urban branches across India. The Bank has over 13 million customers served through 100% Core Banking branches in 22 states and 2 union territories.

Bank desires to avail consultancy services for ATM Switch and related services that include study of existing ATM switch business model, understand the services provided by the Bank, understand the service level agreements, design the various business model, design the to-be network architecture, preparation of RFP, selection of System Integrator up to implementation of the selected business model including Project Management till project closure and review.

The System Integrator thus selected would be undertaking various activities such as supply of Hardware, software and carry out the implementation of the project on turnkey basis. Bank desires to bring all its ATM switch services and delivery channels under the proposed ATM switch model. The System Integrator will be responsible for overall implementation of the entire solution.

Bank of Maharashtra invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed firms for providing the consultancy services for the ATM project.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee of Rs.10000/- (Rs. Ten Thousand only) by demand draft / banker's cheque in favour of Bank of Maharashtra and payable at Pune.

### Important Dates & Information regarding Bid Collection and Submission:

Tender Reference number	072010
Price of Tender Copy	Rs. 10000/-
Earnest Money Deposit (EMD)	Rs.2,00,000/-
Date of commencement of sale of tender document	05/05/2010
Last Date of sale of tender document	26-05-2010 up to 15.00 hrs
Queries to be mailed by	12-05-2010
Pre-Bid meeting with Bidders	15-05-2010 at 11.00 hrs
Last Date and Time for receipts of tender offers	26-05-2010 up to 15.00 hrs
Time and Date of Opening of technical	26-05-2010 at 16.00 hrs



bids	
Place of Opening tender offers	Bank Of Maharashtra IT, BPR & MIS Dept. Central Office, 1501, Lokmangal, Shivajinagar, Pune – 411 005.
Address for Communication	As above
Queries to be mailed to	<a href="mailto:devdatta.rokade@mahabank.co.in">devdatta.rokade@mahabank.co.in</a> <a href="mailto:kanak.kumari@mahabank.co.in">kanak.kumari@mahabank.co.in</a>
Contact Telephone Numbers	Phone : 020 – 25521568 020 -- 25536051 Fax : 020 – 25521568

**Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount / Bank Guarantee in lieu of the same should not be mixed with Technical bid. It should be in separate cover to be handed over to the department. It is decided by the Bank to go for e-procurement process after the technical evaluation of the vendors is completed. The technically qualified vendors would be participating in the e-auction process.**

Tender offers incorporating the eligibility criteria 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  
Inspection, Audit & I T



## 2. Project Details

Bank desires to avail consultancy services for ATM Switch and related services. The consultant should under take the following activities related to ATM switch and related ATM services.

1. Study the existing business model
2. Understand the various services provided by the Bank
3. Understand the existing service level agreements
4. Examine existing arrangements and work out the cost-benefit analysis on leased versus owned switch model.
5. Propose different business models with cost-benefit analysis
6. Assist the bank in selecting the correct business model
7. Design the proposed network architecture
8. Preparation of the RFP
9. Selection of System Integrator for implementation of the selected business model, which would include the total Project Management till project closure and review.

The detailed Scope of the above work is given in Annexure – 4.

## 3. Instructions to bidders

All responses should be in English language. All responses by the BIDDER to this RFP shall be binding on such BIDDER for a period of 180 days after the finalisation of the commercial offer.

All responses including technical and commercial bids (for e-procurement) would be deemed to be irrevocable offers/proposals from the BIDDER. The responses thus accepted by the Bank would 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. Unsigned responses would be treated as incomplete and are liable to be rejected.

### 3.1. Two Bid System Tender :

Bank proposes e-procurement process for the commercial bid with the technically qualified bidders. The Technical Bid should be submitted in a **sealed envelope** by giving full particulars at the Bank's address given below, on or before the schedule given date.

<b>Bank's address</b>
Deputy General Manager IT, BPR & MIS. Bank of Maharashtra "Lokmangal", 1501, Shivajinagar Pune – 411005

**The envelope must be super-scribed with the following information:**

- Type of Offer (Technical or Commercial)



- Tender Reference Number
- Due Date
- Name of Bidder
- Name of the Authorized Person

**All Schedules, Formats, Appendices, and Annexure should be stamped and signed by an authorized official of the bidder's company.**

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

#### **ENVELOPE for Technical bid:**

The Technical bid should be complete in all respects and contain all information asked for, **except prices**. The TECHNICAL BID should include all items asked for in **Annexure-2 "Bidder's Information"**. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. **An exact copy of original Commercial offer with prices duly masked be submitted along with the Technical Bid** (Masked Commercial offer format is given in **Annexure 5A** of this RFP). Format of technical bid is given in RFP clause 3.15.

The envelope will have to be handed over within stipulated time to any of the following persons who will provide an acknowledgement for receipt of the envelopes.

1. Shri Devdatta Rokade, Senior Manager-IT
2. Smt. Kanak Kumari, Manager-IT

### **3.2. Annexure of the Tender**

This tender comprises of following schedules / Annexure / Appendices

Annexure 1: Format of Covering Letter  
Annexure 2: Bidder's Information  
Annexure 3: Proforma of Bank Guarantee for Earnest Money  
Annexure 4: Scope of Work  
Annexure 5: Format for Commercial Bid  
Annexure 6: Compliance of Eligibility Criteria  
Annexure 7: Format of CV for the professionals to be involved in the Project  
Annexure 8: Proforma of letter for complying with the Terms & Conditions of tender

Appendix 1: Pre-Bid Query Format A01  
Appendix 2: Pre-Bid Query Format A02

### **3.3. Eligibility Criteria**

The bidders, who fulfill the eligibility criteria mentioned in "Qualification Criteria" of the tender, will only be eligible for further process i.e., technical evaluation.



### **3.4. Terms and Conditions**

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

### **3.5. Non-transferable Tender**

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

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

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

The bidders who are submitting the bid by downloading from the Bank’s website will have to pay the non-refundable fee of Rs.10,000/- by way of a demand draft / bankers’ cheque in favor of Bank of Maharashtra payable at Pune before attending the pre-bid meeting.

### **3.7. Offer validity Period**

The offer shall hold good for a period of 180 days from the date of the acceptance of the L1 through e-procurement process.

### **3.8. Address for Communication**

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

**Deputy General Manager  
IT, BPR & MIS Dept  
Bank of Maharashtra  
Central Office, “Lokmangal”  
1501, Shivaji Nagar  
Pune – 411005**

### **3.9. Pre-Bid Meeting**

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



writing or by e-mail on or before the stipulated date and address as mentioned in this RFP. It may be noted that no queries of any bidder shall be received or entertained after the Pre-Bid meeting. The clarifications given in the Pre-Bid meeting will be made available on the Bank's Website.

The queries on points /clauses in the RFP document are to be mailed / submitted in specific format only as per “**Appendix 1 Query Format A01**”.

The queries that are not on the points / clauses in the RFP document and are general in nature but related to the tender are to be mailed / submitted in specific format only as per “**Appendix 2 Query Format A02**”.

**Only the authorized representatives of the bidders, not exceeding two, who have purchased the RFP will be allowed to attend the Pre-Bid meeting.**

### **3.10. Opening of Offers by Bank of Maharashtra**

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

### **3.11. Scrutiny of Offers**

Scrutiny of Bids will be in three stages as under:

➤ **Eligibility Criteria :**

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

➤ **Technical evaluation:**

Bank of Maharashtra will scrutinize the technical offers. The Bank will determine whether the technical details along with documents furnished are as per RFP and whether items quoted are as per the schedules / annexure. Only those bidders, who qualify in technical evaluation, will be short-listed for commercial evaluation through e-procurement process.

The technical evaluation will be done on the basis of the information provided in “Annexure 2: Bidder's Information” along with supporting documents. The bidder will also have to give presentation to the Bank on the credentials, experience, approach, methodology, project timelines, expertise, personnel, etc.

➤ **Commercial evaluation:**



Bank of Maharashtra will be conducting e-procurement auction for arriving at the L1 bidder. The detailed guidelines, terms and conditions and the process flow for e-procurement auction are as per **Annexure 9**.

### **3.12. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, Bank of Maharashtra may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

### **3.13. No Commitment to Accept Lowest or Any Tender**

Bank of Maharashtra shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. Bank of Maharashtra reserves the right to make any changes in the terms and conditions of the RFP. Bank of Maharashtra will not be obliged to meet and have discussions with any bidder, and or to listen, and or to respond to any representations.

### **3.14. Submission of Technical Details**

It is mandatory to provide the technical details in the exact format of “**Annexure 2: Bidder’s Information**”. The offer may not be evaluated by Bank of Maharashtra in case of non-adherence to the format or non-submission / partial submission of technical details as per the format given in the tender. Bank of Maharashtra will not allow / permit changes in the technical specifications once it is submitted. The relevant information, printed brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification (Please refer to the format of technical bid given in this document)

### **3.15. Format for Technical bid**

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

**The technical Bid should be submitted in the following format only:**

#### **Part 1: Eligibility Compliance**

- i. Covering Letter as per the format in Annexure 1
- ii. Compliance of eligibility criteria as per the format in Annexure 6
- iii. Supporting credential letters or copies of documentation from clients or system integrators certifying compliance for compliance of the eligibility criteria



- iv. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the Technical Bid.)
- v. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as mentioned in the tender document

(The eligibility criteria will be verified based on the compliance table in **Annexure 6** duly filled by the bidder along with the supporting documents)

## **Part 2: Technical Compliance**

A copy of the technical proposal should be submitted with all the pages properly numbered and with proper table of contents at the beginning of the document for reference. The technical proposal should be filed / bound in such a way that the sections of the proposal could be removed and separated easily. The technical proposal should contain the following:

- i. Table of Contents (including list of documents enclosed)
- ii. Bidder's information, as per **Annexure-2.**
- iii. Project plan
- iv. Project Methodology
- v. Project deliverables as per the **Scope of Work in Annexure – 4.**
- vi. Tools & techniques to be used
- vii. Details of Team Leader and Team members that will be deployed on actual project including their qualification, relevant experience etc

## **Part 3: Other Supporting Information**

- i. Any other supporting documents including technical brochures and testimony.

### **3.16. Costs & Currency**

The offer made during e-procurement auction must be in Indian Rupees only, and price quoted must include all taxes and levies. The price quoted shall be the final cost inclusive of all taxes and levies.

### **3.17. Fixed Price**

The offer price shall be on a fixed price basis, inclusive of all taxes and levies as mentioned above. No price variation relating to increases in customs duty, excise tax, Service tax, currency exchange rate fluctuation etc. will be permitted.

### **3.18. No Negotiation**

It is absolutely essential for the bidders to quote the lowest price at the time of submitting the offer during auction in their own interest. Bank of Maharashtra will not enter into any price negotiations after e-procurement auction is finalized

### **3.19. Short-listing of Bidders**



Bank of Maharashtra will short-list the **technically qualifying bidders** and **only these short-listed bidders will be eligible to participate in the e-procurement auction process.**

### **3.20. Right to Alter the Scope, Deliverables and /or quantity**

Bank of Maharashtra reserves the right to alter the part or full scope, deliverables and/or quantity wherever applicable.

### **3.21. Order for additional work**

Bank of Maharashtra reserves the right to place order/s for additional work on the bidder under the same terms and conditions within a period of one year from the date of acceptance of first order by the bidder. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.

## **4. Qualification Criteria.**

### **4.1. Eligibility of the Bidder**

- 4.1.1 The Bidder should be a PSU/PSE/ partnership firm or a limited company having existence in India. The necessary certificates for example Certification of Incorporation in case of Limited company, Registration Certificate along with the latest partnership deed in case of partnership firm should be submitted with the offer.
- 4.1.2 The Bidder should be in existence for five years as on 31.03.2010. (In case of mergers/ acquisitions/ restructuring or name change, the date of establishment of earlier/ original Partnership Firm/ Limited Company can be taken into account)
- 4.1.3 The Bidder Company should have made profits in the last three financial years i.e. 2006-2007, 2007-2008 and 2008-2009. A copy of these three financial years' audited balance sheets and profit and loss statements should be submitted with the offer.
- 4.1.4 The bidder should have executed orders for IT consulting for the Banks in India during last three financial years mentioned above with a total executed order value not less than Rs.1.00 crore per year. At least one of the orders should have been executed for Public Sector Bank in India
- 4.1.5 The Bidder should be a separate legal entity for IT consulting business; and should not be IT system integrator, or IT service provider. Necessary certificates to that effect should be enclosed.
- 4.1.6 The Bidder should have minimum of five experts and certified resources which will be part of the project team with at least one from each of the following:
  - PMI certified / Prince certified
  - ITIL certified / ISO 20000 certified
  - Certified BS25999



4.1.7 The Bidder should not have been blacklisted by any Government department / PSU / PSE or banks. Self-declaration to that effect should be submitted along with the technical bid.

#### 4.2. Earnest Money Deposit

Bidders are required to submit a Demand Draft drawn in favour of Bank of Maharashtra and payable at Pune, (valid for 180 days from the due date of the tender) for Rs.2.00 lakh (Rupees Two Lakhs only) as Earnest money Deposit (EMD) along with their offer. Offers made without E.M.D. will be rejected. Bank of Maharashtra will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or by any scheduled commercial bank acceptable to Bank of Maharashtra. In case of Bank Guarantee from other than Public sector banks prior permission of Bank of Maharashtra is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed vide **Annexure no. 3**.

### 5. Terms and Conditions

#### 5.1 Contract Period

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

#### 5.2 Project Timelines

The bidder has to adhere to the following time lines.

Stages	Particular	Period
Stage 1	Commencement of the consultancy work after placing of order	Immediate
Stage 2	a) Current State Analysis	4 Weeks
	b) Creation of RFP for ATM switch & related services.	4 Weeks
Stage 3	Selection of Vendor	6 Weeks
Stage 4	Project Implementation	12 Weeks
Stage 5	Project Review & Closure	2 weeks

#### 5.3 Payment Terms

Stage 1	10%	Of the Consultant's fees after one week of commencement of the work and on submission of project plan and methodology covering all the points as per the Scope of work as advance payment against Bank Guarantee of equivalent amount valid for 180 days.
Stage 2	10%	Of the Consultant's Fees on successful creation of RFP



		& approved by the Bank
Stage 3	25%	Of the Consultant's Fees on selection of the Vendor & agreement with the vendor
Stage 4	30%	On successful implementation of the project and start of production
Stage 5	15%	On project review & Project Closure

The remaining 10% shall be paid after six months from the date of project closure.

#### **5.4 Delay in Project**

The Bidder must strictly adhere to the project schedule, as specified in the Contract, executed between the bank and the successful Bidder, pursuant hereto, for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following at sole desecration of the bank.

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

In addition to the termination of the agreement, Bank of Maharashtra reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder or invoke the Bank Guarantee given in lieu of EMD and/or invoke the bank guarantee given by the bidder against the advance payment.

#### **5.5 Liquidated Damages**

The liquidated damages will be an estimate of the loss or damage that the bank might suffer due to delay in performance of the obligations (under the terms and conditions of the contract) by the Bidder and the Bidder shall be liable to pay the Bank as liquidated damages at the rate of 0.25% of total contract value for delay of every week or part thereof with maximum limit of 10% of contract value. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidate damages, if any, accruing to the Bank, as above, from any amount payable to the Bidder either as per the Contract, executed between the Bank and the Bidder pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the Bidders.

#### **5.6 Indemnity**

The Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence on the part of the bidder during project.

#### **5.7 Publicity**

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

#### **5.8 Force Majeure**



The Bidder or the Bank is not responsible for delays or nonperformance of any contractual obligations, caused by war, blockage, revolutions, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, plague or other epidemics, fire, flood, obstructions of navigation by ice of port of dispatch, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation.

If a force majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the change thereof. Unless otherwise directed by the Bank, in writing, the consultant shall continue to perform his obligations under the contract as far as reasonably practiced and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### **5.9 Resolution of Disputes**

Bank of Maharashtra and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Bank of Maharashtra and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by Bank of Maharashtra and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. **THE ARBITRATION AND RECONCILIATION ACT 1996** shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be at Pune.

### **5.10 Privacy and Security Safeguards**

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

### **5.11 Confidentiality**



- “Confidential Information” means any and all information that is or has been received by a party (“**Receiving Party**”) from the other (“**Disclosing Party**”) and that:
  - a) relates to the Disclosing Party;
  - 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 relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes etc. or any existing or future plans, forecasts or strategies in respect thereof;
  - e) “Confidential Materials” shall mean all tangible / intangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes or any electronic form, 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;
  - g) Nothing contained in this clause shall limit the Successful Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Successful Bidder shall at no point use the Bank’s confidential information or Intellectual property.
- 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:

- a) Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub contractors and contractors who need to know the same for the purposes of maintaining and supporting the Software provided as a part of Core Banking Project. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub contractors and contractors is in accordance with the terms and conditions and requirements of this Agreement; or
  - b) 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.
- In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
    - a) 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;
    - b) 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;
    - c) Limited access to such Confidential Information and Confidential 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 Confidential Manner prescribed in this Agreement; and
    - d) 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 Confidential Information and Confidential Materials, in whatsoever form, including any and all copies thereof.
  - 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 clause no. 4.10 have been fully complied with.
- 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 Agreement); 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 Agreement.
    - d) The confidentiality obligations shall survive the expiry or termination of the Agreement between the Successful Bidder and the Bank and for a further period of two years thereafter.

## ANNEXURE 1: FORMAT OF TENDER OFFER COVER LETTER

Date:

**Tender Reference No.: 072010**

To:

Deputy General Manager  
Bank of Maharashtra  
IT, BPR & MIS Dept  
'Lokmangal' 1501, Shivajinagar  
Pune 411 005

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. We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.
3. 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.
4. 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.
5. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. 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".
7. 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.....by .....2010

Authorised Signatory

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

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



## ANNEXURE 2: BIDDER'S INFORMATION

SrNo	Description of the information required	Information provided by the bidder
1	Name of the Bidder	
2	Constitution and year of establishment	
3	Registered Office/Corporate office/Mailing Address	
4	Names & Addresses of the Partners / Directors	
5	Contact Person(s):  Name  Telephone  Fax  e-mail	
6	Number of PMI certified / Prince certified qualified persons who would be involved in the project work along with their names and experience.	
7	Number of ITIL certified / ISO 20000 certified lead auditor Qualified Persons who would be involved the project work along with their names and experience.	
8	Number of Certified BS25999 lead auditor qualified persons who would be involved in the project work along with their names and experience.	
9	Number of years of experience in IT Consultancy services.	
10	Describe Project Management methodology for the proposed project implementation, clearly indicating about the composition of various teams.	Page number: _____ to _____ of the bid response
11	Describe project Methodology and	Page number: _____ to _____ of the bid response

	Standards to be used for The Project.	
12	Indicate Project Plan with milestones and the time frame of completion of different activities of the project.	Page number: _____ to _____ of the bid response
13	List of Deliverables as per the 'Scope of Work'.	Page number: _____ to _____ of the bid response
14	Have you done similar type of Project for any commercial Bank on a large scale? If yes, please give details of the same including the details of services and the scope.	If yes. Page number: _____ to _____ of the bid response
15	Specify that technical consultants who would be involved in the Project are certified on types of tools to be used during the project.	
16	Any other related information, not mentioned above, which the consultancy firm wish to furnish.	

#### DECLARATION

We hereby declare that the information submitted above is complete in all respects and true to the best of our knowledge. We understand that in case any discrepancy or inconsistency or incompleteness is found in the information submitted by us, our application is liable to be rejected. .

Date:

Authorized Signatory.

#### Note:

The Technical Bid shall include the detailed project plan corresponding to the deliverables as required by Bank of Maharashtra for the Project. The project plan should indicate the milestones and time frame of completion of the different activities of the project. The consultancy firm is required to give details of the project management methodology, Standards and methodology along with the quantum of resources to be deployed for the project, in the technical bid. Resources and support required from the Bank may also be clearly defined



### **ANNEXURE 3: Proforma for the Bank Guarantee for Earnest Money**

#### **Guarantee for Payment of Earnest Money/Security Deposit**

Bank Guarantee no.:

Date:

Period of Bank Guarantee: Valid upto:

Amount of Bank Guarantee: Rs.

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

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

- a) Whereas the Beneficiary had invited tenders for the consultancy for ATM switch and related services vide tender No ..... dated .....
- b) One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 2 lakhs (Rs. Two lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 180 days from the date of issue.
- c) M/s ..... hereinafter referred to as the said 'Contractors' have given their offer for Consultancy for ATM switch and related services to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
- d) At the request of the said M/s..... the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

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

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or



inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

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



## **ANNEXURE 4: SCOPE OF WORK**

The scope of the assignment from the selection phase to implementation phase is detailed as follows :

The scope of the consultancy services assignment is divided into three phases. Tasks listed under various phases may have to run concurrently and the timelines and grouping for timelines are to be decided in accordance with the dependencies in Project Plan.

### **Phase - I (Creation of RFP by the consultant)**

- i. Understanding the Bank's requirement and suggest improvements.
- ii. Current State Analysis of the existing ATM infrastructure covering the following aspects.
  - a. Existing system and business processes, the customization requirements, application led Business Process Reengineering and work around processes.
  - b. Interface with the CBS Host and other applications.
  - c. Services offered by the bank.
  - d. Service level agreements with the existing vendor.
  - e. The ATM-FTS (Financial Transaction Switch), Payment Gateway, Bilateral and Multilateral ATM sharing arrangements & setups, ATM/POS transactions accounting, reconciliation, outsourcing arrangements.
  - f. Data centre infrastructure and Disaster recovery setup and identify gaps if any and identify the up-gradation / enhancements required
  - g. The facility management agreements including Network Integration and Management, ATM switch, Card Management, cash management system, Reconciliation system, Caretaker services, ATM site security and CCTV surveillance system and any other ATM related facility management processes.
  - h. The IS Security architecture / infrastructure and identifying gaps
- iii. Examine the bank's requirements in respect of the following and its inclusion in the specifications
  - a. Interfaces to be developed for various bank applications in future.
  - b. Interface for the proposed Credit Card system of the Bank and other new services.
  - c. Integration plan for the Financial Inclusion project.

- d. Any other relevant system / project, which may need an interface to ATM Switch system.
- iv. Provide different options for migration
  - a. Submission of a study report covering all the aspects and provide Bank with alternatives for sourcing of the ATM switch and related services.
  - b. Presentation to the top management on options and suggestions / recommendations.
  - c. Assist the bank in finalization of the suitable alternative.
- v. Discussions with the bank regarding Vendor Qualification criteria which shall include:
  - a. Formulation of criteria for evaluation of bids
  - b. Providing bank with a ball park estimate of the costs that could be incurred on the same and provide a ROI and cost benefit analysis based on data available with the Bank.
  - c. Provide the deployment architecture for the Bank covering all the existing interfaces and possible new ones
- vi. Creation of draft RFP
  - a. Preparation of functional & technical of Specification for the finalized solution (First Cut) based on outcome of point (i) to (v) above and the service level requirements.
  - b. Review of the same with the Bank and freeze the specifications for the final solution.
  - c. Preparation of final RFP Document to invite technical and commercial bids from bidders duly taking all inputs from the study conducted by them. The RFP should cover technical, commercial and logistics aspects of the project required to be complied by the System Integrator and the draft Service Level Agreement.
- vii. Bank's approval of the final RFP and SLA
- viii. Assist the Bank in defining the processes for the maintenance of ATM Switch infrastructure at DC / DR, the DC to DR replication

#### **Phase – II (Selection of the Vendor)**

- i. Review of bid documents
  - a. Product specification
  - b. System requirement
  - c. Company evaluation
- ii. Getting Clarifications from Vendors
- iii. Checking Vendor references
- iv. Vendor presentations (including Demos)
- v. Short Listing of Technical Proposals
- vi. Evaluate Final Proposal which shall include



- a. Submission of comprehensive Technical report with recommendations
- b. Providing Bank with the strengths and weaknesses of each of the bidders
- c. Presentations to the top management of the Bank.
- d. Finalization of the technically qualified vendors who will be eligible for commercial bidding.
- e. Other recommendations on techno-commercial aspects based on the best practices in the industry.

### **Phase – III (Implementation and overseeing)**

#### **c) Implementation and monitoring**

- i. Review of project implementation and submit report to top management of the bank from time to time. This shall include compliance with overall solution implementation such as system integration, customization requirements, DC / DR setup, network architecture, IS Security architecture / infrastructure, etc.
- ii. Using latest techniques for project management, status tracking and monitoring.
- iii. Co-ordinate different activities related to implementation of this project to ensure smooth and timely execution of the project as per scheduled project plan.
- iv. Submission of weekly report to the Bank and presentations to the top management at the frequencies agreed in the project plan.
- v. Provide timely signals to the Bank when the project is not going as per schedule and suggest methods to adhere to the schedule as ensuring various deliverables from System Integrator is the absolute responsibility of the consultant under this engagement.
- vi. Draw upon required expertise and knowledge and associate expert for the Commissioning, Live Run and Post-Implementation support of the Project in coordination with the System Integrator and its technology partners.

#### **d) Facilitate and monitor roll over planning**

- a. Do benchmark testing of the solution comprising of Hardware, OS, Database and any other middleware for response time, scalability etc. in tune with the SLA parameters. Repeat the benchmarking process if necessary after installation of systems.
- b. Implementing the data migration
- c. Co-ordinate for development of required interfaces.
- d. Submit benchmark test reports
- e. Verify the implementation of processes for the maintenance of ATM Switch infrastructure at DC / DR, DC to DR replication

## e) Training and documentation

- a. Implementation of Training module to be offered by SI on Project initiation and awareness programme for the on-job officials.
- b. Ensuring quality of training programmes including materials and infrastructure.
- c. Physical inspection and verification of the condition of equipment / system and application software delivered by System Integrator or its Technology Partner.
- d. Ensuring that the deliverables conform to specifications, supervision of the installation and commissioning of solution
- e. Acceptance testing of Hardware delivered in terms of sizing for the requirement, high availability, and scalability.
- f. Confirming the actual Response time vis-à-vis committed response time.
- g. Confirming other deliverables such as technical, user documents, job cards, implementation support, FM etc.

**Summary of Deliverables:**

<b>Stages</b>	<b>Deliverables</b>
Phase I	Report on Current State Study & Evaluation of the existing ATM infrastructure.
	Submission of a report and recommendations on alternatives for sourcing of the ATM switch and related services
	Functional and technical Specifications for the Project (First cut & Final)
	Report on Vendor Qualification Criteria
	RFP & draft SLA
	Process document for the maintenance of ATM Switch infrastructure and DC to DR replication
Phase II	Technical evaluation report of the bids received
	Report on strengths & weaknesses of each bidder
	Presentation to the top management
	Final recommendations on Bidder selection
	Plan for Benchmark testing
Phase III	Project Management strategy report
	Project implementation review reports and exception reports
	Benchmark Test Result and Report
	Final Implementation report
	Final Review Report and Project Closure Document

**Note: In each phase, deliverables will also include reports to the Bank and presentations to the management at various frequencies/ as and when required.**

**ANNEXURE 5: COMMERCIAL BID FORMAT FOR E-PROCUREMENT AUCTION :**

This format should be used at the time of e-procurement auction.

1. The commercial bid should contain the total project cost, on a fixed cost basis
2. Bank of Maharashtra will not provide any reimbursement for traveling, lodging/boarding, local conveyance or any other related expenses.

<b>Part A:</b> The cost of the consultancy services for ATM switch & related services as per the scope of work is  Rs. _____ (Rupees _____ )	<b>=A</b>
<b>Part B:</b> Cost for any additional work other than that specified in the Scope of Work  Rs. _____ (Rupees _____ ) per man day	<b>=B</b>

**TCO Calculation (L1 bidder will be finalized based on the following table)**

Sr No	Description	Formula	Amount (In Indian Rupees)
1	Cost of the consultancy services for ATM switch & related services as per the scope of work	= Value as in Part A (As above)	
2	Cost of the additional work other than specified in the Scope of Work (To be calculated for three months - 22 working days per month)	=Value in Part B*66days	
<b>Total Cost of Ownership (SrNo1 + SrNo2)</b>			

The bank will have the right to utilize the services of the vendor at the “per man day” rate quoted above in excess of the period noted in the commercial format.

**ANNEXURE 5A: MASKED COMMERCIAL BID FORMAT**

1. The commercial bid should contain the total project cost, on a fixed cost basis
2. Bank of Maharashtra will not provide any reimbursement for traveling, lodging/boarding, local conveyance or any other related expenses.

<b>Part A:</b> The cost of the consultancy services for ATM switch & related services as per the scope of work is	
Rs. <u>XXXXXXXXXXXXXXXXXX</u> (Rupees <u>XX only</u> )	<b>=A</b>
<b>Part B:</b> Cost for any additional work other than that specified in the Scope of Work	
Rs. <u>XXXXXXXXXXXXXXXXXX</u> (Rupees <u>XX only</u> ) per man day	<b>=B</b>

**TCO Calculation (L1 bidder will be finalized based on the following table)**

Sr No	Description	Formula	Amount (In Indian Rupees)
1	Cost of the consultancy services for ATM switch & related services as per the scope of work	=Value as in Part A (As above)	
2	Cost of the additional work other than specified in the Scope of Work (To be calculated for three months - 22 working days per month)	=Value as in Part B * 66days	
<b>Total Cost of Ownership (SrNo1 + SrNo2)</b>			



## ANNEXURE 6: COMPLIANCE OF ELIGIBILITY CRITERIA

### Eligibility Criteria Compliance for RFP 072010 - Consultant for ATM Switch and related services

Sr.No	Eligibility Criteria Clause No (as per RFP)	Short Description of Eligibility Criteria	Complied Yes/No	Remarks
1	4.1.1 & 4.1.2	Certificate of Incorporation		
2	4.1.3	Audited Balance Sheets – 2006-07 2007-08 2008-09		
3	4.1.3	Profit figures ( Rs. In Lakhs) 2006-07 ----- 2007-08 ----- 2008-09 -----		
4	4.1.4	Necessary Certificates having executed orders of value of minimum Rs.1.00 crore per year during last three financial years for IT consultancy services (This certification is in addition to the copies of purchase orders enclosed)		
5	4.1.5	Necessary certificates / testimony stating that the bidder is a separate legal entity for IT consulting business; and not an IT system integrator, or IT service provider.		
6	4.1.6	Details of minimum five experts/Certified Resources who will be part of the project team with minimum one each from <ul style="list-style-type: none"> <li>o PMI certified / Prince certified</li> <li>o ITIL certified / ISO 20000 certified lead auditor</li> <li>o Certified BS25999 lead auditor</li> </ul>		
7	4.1.7	Self-declaration by the bidder for being Not blacklisted		

## ANNEXURE 7: FORMAT OF CURRICULUM VITAE (CV)

Sr. No.	Information required	Response
1	Name of the person	
2	Designation in the organization	
3	Designation for the project	
4	Educational qualifications	
5	Membership of any recognized institutions	
6	List of Certifications earned relating to the project	
7	Total Experience (in years)	
8	Experience with the current organization (in years)	
9	Experience in consultancy assignments along with details of tasks assigned, degree of responsibility held, giving the exact period and locations of the project	(Attach separate sheet if required)
10	Employment record – starting with present position	

### DECLARATION

We hereby declare that the information submitted above is complete in all respects and true to the best of our knowledge. We understand that in case any discrepancy or inconsistency or incompleteness is found in the information submitted by us, our application is liable to be rejected. .

Date:

Authorized Signatory.

Note: Names of Senior Management Personnel, Subject Matter Expert, Project Manager, Team Leader, etc. who will be associated with the bank for this project must be clearly mentioned in bidder's response. In case there is a change in the personnel at a latter date / during implementation of the project, then bank's prior permission is necessary before making such changes.



## **ANNEXURE 8: PROFORMA OF LETTER FOR COMPLYING WITH TERMS & CONDITIONS OF TENDER**

Proforma of letter to be given by all the vendors participating in the RFP for “Appointment of Consultant for ATM Switch & related Services” on their official letter-head.

To  
Deputy General Manager (IT),  
Bank of Maharashtra  
Information Technology,  
Central Office,  
Lokmangal, Shivaji Nagar,  
Pune - 411005

Sir,

Sub: RFP072010- “Appointment of Consultant for ATM Switch & related Services”

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank which shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorised Signatory  
Designation  
Vendor’s corporate name



## **ANNEXURE 9: 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:**

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

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

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

#### **d. TRAINING:**

- i. The Bank will facilitate training for participation in Reverse Auction through the service provider for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.



- ii. Whereever necessary, the Bank / service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.
  - iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
  - iv. Each bidder / bidder shall participate in the training at his / their own cost.
- e. **DATE/ TIME FOR TRAINING:**
- i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
  - ii. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.
- f. **DATE/ TIME OF REVERSE AUCTION:**
- i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.
  - ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.
- g. **CONDUCT OF REVERSE AUCTION:**
- i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
  - ii. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/ appointed/ empanelled by the Bank.
- h. **PROXY BID:**
- i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is 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 service provider.
- i. **TRANSPARENCY IN BIDS:**



- i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.
- j. **MASKING OF NAMES:**
  - i. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.
- k. **START PRICE:**
  - i. Bidders will fill the unit cost of the line items mentioned in Annexure 8 of RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the total value (D) of Annexure 8 of RFP. This total value is taken as the start price of the bidding process.
- l. **DECREMENTAL BID VALUE**
  - i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.50000/-.
  - ii. The bid decrement value shall be in multiples of Rs. 50000/-.
  - iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
  - iv. Decremental value will be appropriated across the line items (sl. no. 1 to 6) of Annexure 8 of RFP proportionately by the system.
- m. **REVERSE AUCTION PROCESS:**
  - i. The procurement process shall be completed through a single Reverse Auction.
  - ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
  - iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per Annexure-8 of RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
  - iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the service provider by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the service provider. This should be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the Service provider to upload the faxed prices online. In case the required time is not available with the Service

provider at the time of receipt of fax message, the Service provider will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

n. **EXPENDITURE ON REVERSE AUCTION:**

- i. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process. The cost of digital certificate has to be borne by the bidder only.
- ii. Bidders shall participate in the training or mock auction at their own cost.

o. **CHANGES IN BUSINESS RULES:**

- i. Any changes made in Rules for Reverse Auction shall be uploaded on the Website of Bank and will be informed to the eligible bidders before commencement of Reverse Auction.

p. **OTHER INSTRUCTIONS:**

- i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.
- ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- iii. Neither Bank nor service provider can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

q. **ERRORS AND OMISSIONS:**

- i. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

**2. Terms and conditions of Reverse Auction:**

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder.
- 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 5 of RFP (Line item Nos 1 and 2). 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 072010, 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 072010 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 no. 072010 remain unchanged.



## **FORMAT A - COMPLIANCE AGREEMENT**

We communicate our unconditional acceptance to the following terms and conditions of RFP 072010 for participating in the E Procurement Auction (Reverse Auction):

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 072010 for “Appointment of Consultant for ATM Switch & related Services” in connection with the reverse auction event held by BANK OF MAHARASHTRA & to be conducted by *Synise Technologies Ltd.*
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the auction rules on participation at the bid event. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. It has brought to our attention that the bid event will be primarily only for price discovery. We have communicated our acceptance to the terms and conditions of RFP 072010.
5. We agree not to divulge either our bids or those of other suppliers to any other external party.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of Synise or BANK OF MAHARASHTRA. However every effort will be made to ensure availability of technology resources to enable continuous bidding.
8. Synise does not take responsibility beyond the bid event. Order finalization and post order activities such as shipment, payment, warranty etc would be transacted directly between us and BANK OF MAHARASHTRA.
9. BANK OF MAHARASHTRA’s decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance, Online Auction Results and Actual Compliance of Agreed Specifications. However, Auction result is a critical factor in the decision-making process.
10. Our participation in a bid event is by invitation from BANK OF MAHARASHTRA. Any other suppliers, including those registered on *Synise* do not automatically qualify for participation.
11. Pseudonyms (aliases) will be assigned to respective suppliers just before the commencement of the bid event. These are not to be disclosed before, during or after the bid event.
12. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA’s discretion.
13. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid by Synise in consultation with BANK OF MAHARASHTRA. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.



14. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel or re-open the auction.
15. We shall indemnify and hold *Synise*, its subsidiaries, its successors and assigns, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any manufacturing defect in the Products or by our negligent or fraudulent act, omission or willful misconduct or breach of any term of this Agreement.
16. *Synise*, any of its related companies, any of its owners, employees or other representatives will not be liable for damages arising out of or in connection with the use of the website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.
17. *Synise* does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors outside of *Synise*'s control.
18. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
19. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
20. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

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

**Name:**

**Stamp:**

**Designation:**

**Place:**

**Date:**

**Organization:**

**Signature:**



**Format –B - Letter of Authority for participation in Reverse Auction**

To,  
Deputy General Manager  
IT, BPR & MIS  
Bank of Maharashtra  
Central Office  
Pune

1. We \_\_\_\_\_(name of the company) have submitted our bid for participating in Bank's RFP no \_\_\_\_\_dated \_\_\_\_\_ for Appointment of Consultant for ATM Switch & related Services.
2. We also confirm having read and understood the terms of RFP as well as the Rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate Mr. \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction.
4. We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
5. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
6. We, hereby confirm that we will honor the Bids placed by Mr. \_\_\_\_\_ on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal

Name:

Company:

Designation:

Date:

Name of Authorized Representative:

Signature of Authorized Representative:



**APPENDIX 1 – FORMAT A 02: FORMAT FOR SPECIFIC QUERIES RELATED TO RFP**

**Query format for Pre-Bid meeting: Specific queries related to RFP Document**

<b>RFP Ref:072010</b>		<b>Appointment of Consultant for ATM Switch &amp; related services</b>
<b>Bidder's Name</b>		

<b>Sr. No.</b>	<b>Page #</b>	<b>Point / Section #</b>	<b>Main Section Name</b>	<b>Clarification point as stated in the tender document</b>	<b>Comment/ Suggestion/ Deviation</b>
1					
2					
3					
4					
5					

**APPENDIX 2 – FORMAT A 02a: FORMAT FOR GENERAL QUERIES NOT RELATED TO RFP**

**Query format for Pre-Bid meeting: General queries NOT related to RFP Document**

**RFP Ref: 072010 for Appointment of Consultant for ATM Switch & related services**

**Bidder's  
Name:**

<b>Sr. No.</b>	<b>General Query related to RFP</b>	<b>Comment/ Suggestion/ Deviation</b>
1		
2		
3		
4		
5		