REQUEST FOR PROPOSAL
FOR
Implementation and Maintenance of Two Factor Authentication Solution

TENDER REFERENCE # 072013

Head Office, ‘LOKMANGAL’
1501, Shivaji Nagar, Pune – 411 005

Cost of Tender Document: Rs.25,000/-
Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank means ‘Bank of Maharashtra’
2. Vendor means the respondent to the RFP document,
3. RFP means the Request for Proposal document
4. CBS means Core Banking Solution implemented in the Bank
5. Vendor and Bank shall be individually referred to as ‘Party’ and collectively as ‘Parties’.
7. 2FA means Two Factor Authentication

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

1 Invitation to the Tender ........................................................................................................... 7
2 Introduction ................................................................................................................................. 9
2.1 Information Provided ............................................................................................................... 10
2.2 For Respondent only ............................................................................................................. 10
2.3 Disclaimer ............................................................................................................................... 10
2.4 Costs Borne by Respondents ............................................................................................... 10
2.5 No legal relationship ............................................................................................................. 11
2.6 Recipient obligation to inform itself .................................................................................... 11
2.7 Evaluation of offers ............................................................................................................... 11
2.8 Errors and Omissions .......................................................................................................... 11
2.9 Acceptance of terms ............................................................................................................ 11
3 RFP Response terms ................................................................................................................ 12
3.1 Lodgment of RFP Response ............................................................................................... 12
3.1.1 Tender Fee ..................................................................................................................... 12
3.1.2 RFP closing date ............................................................................................................ 12
3.2 Late RFP policy .................................................................................................................... 12
3.3 RFP Validity period .............................................................................................................. 12
3.4 Requests for information ..................................................................................................... 12
3.5 Notification .......................................................................................................................... 13
3.6 Disqualification ..................................................................................................................... 13
3.7 Timeframe ............................................................................................................................ 13
4 Project Details .......................................................................................................................... 14
4.1 Project Scope ....................................................................................................................... 14
4.2 Project timelines ................................................................................................................... 14
4.3 Detailed Scope of Work ....................................................................................................... 16
4.3.1 General .......................................................................................................................... 16
4.4 Solution Architecture ......................................................................................................... 17
4.4.1 General .......................................................................................................................... 17
4.4.2 Existing Flow of IB Transactions: .................................................................................. 18
4.4.3 Proposed Flow of IB Transactions: (Functional requirement) ....................................... 18
4.4.4 Reporting and Escalations: ........................................................................................... 18
4.4.5 Integration with Existing CBS software: ................................................................. 18
4.4.6 Integration with existing SIEM Solution: ............................................................... 18
4.4.7 Solution Servers Requirements ........................................................................... 19
4.4.8 Client Ticket logging ............................................................................................. 19
4.4.9 Help Desk: ............................................................................................................ 19
4.5 Service Levels .......................................................................................................... 19
  4.5.1 Uptime (Solution Uptime) .................................................................................. 19
  4.5.2 Service Level Agreement .................................................................................... 20
5 Bid Submission ............................................................................................................. 22
  5.1 Technical Bid and Commercial Bid Submission ..................................................... 22
  5.2 ENVELOPE-II (Commercial bid): ....................................................................... 23
Appendix 2 Form A 01: Cover Letter (Technical Offer) .................................................. 23
6 Evaluation Process ........................................................................................................ 24
  6.1 Eligibility Criteria .................................................................................................... 25
    6.1.1 Technical Bid Evaluation Process .................................................................. 25
       The technical evaluation criterion would broadly involve the following major areas: ... 25
       score. ....................................................................................................................... 25
    6.1.2 SCORING METHODOLOGY FOR FUNCTIONAL AND TECHNICAL REQUIREMENTS .... 25
    6.1.3 SCORING METHODOLOGY FOR APPROACH AND METHODOLOGY (AM) ............ 26
    6.1.4 SCORING METHODOLOGY FOR REFERENCDE SITE VISIT (RSV)......................... 27
    6.1.5 SCORING METHODOLOGY FOR PAST EXPERIENCE (PE) .................................... 27
    6.1.6 CONSOLIDATED SCORE IN TECHNICAL BID EVALUATION ................................. 28
    6.1.7 DISQUALIFICATION PARAMETERS IN TECHNICAL BID EVALUATION ................ 29
    6.1.8 COMMERCIAL BID EVALUATION .................................................................. 29
    6.1.9 TECHNO-COMMERCIAL SCORING .................................................................. 29
    6.1.10 Technical Proposal Format .............................................................................. 30
    6.1.11 Bid Security Deposit ....................................................................................... 31
6 Terms and conditions ..................................................................................................... 32
  7.1 General ..................................................................................................................... 32
  7.2 Rules for responding to this tender document ...................................................... 33
    7.2.1 Response document ......................................................................................... 33
    7.2.2 Price Bids ........................................................................................................ 34
7.2.3 Price Comparisons
7.2.4 Performance Guarantee
7.2.5 Changes to the tender document
8 Terms of Reference
8.1 Contract Commitment
8.2 Payment terms
8.3 Service Level Agreement
8.4 Acceptance of the Project
8.5 Compliance with all applicable laws
8.6 Order cancellation
8.7 Indemnity
8.8 Inspection of records
8.9 Publicity
8.10 Solicitation of Employees
8.11 Penalties and delays in System Integrator’s performance
8.12 LIQUIDATED DAMAGES
8.13 Confidentiality
8.14 Force Majeure
8.15 Resolution of disputes
8.16 Exit option and contract re-negotiation
8.17 Corrupt and fraudulent practices
8.18 Waiver
8.19 Violation of terms
8.20 Termination
8.21 Effect of termination
9 Disclaimer
Annexure 1 – Technical Specifications
Annexure-3: Proforma of letter to be given by all the Vendors participating in the 2FA Project on their official letterhead
Annexure 4: Proforma of letter to be given by all the vendors participating in the 2 Factor Authentication Project on their official letter-head
Annexure 5: Eligibility criteria compliance for RFP for Two Factor Authentication

Page 5 of 78
Appendix 1 Form 02: Masked Commercial Bid (Without commercials) .................................................. 70
Appendix 2 Form A 01: Cover Letter (Technical Offer) ........................................................................ 73
Appendix 2 Form A 02: Queries on the Terms & Conditions, Services and Facilities provided: ........ 74
Appendix 2 Form A03: Technical Bid - Table of Contents ................................................................. 75
Appendix 2 Form A 04: BID SECURITY FORM .................................................................................. 76
Annexure 6: Manufacturer’s Authorization Form (MAF) .................................................................... 78
1 Invitation to the Tender

Tender for the Implementation and Maintenance of Two-Factor Authentication Solution

This is to inform that Bank of Maharashtra (Bank) intends to implement 2-Factor Authentication for Internet and Mobile Banking users of Bank of Maharashtra. This would cover the phases from supply, installation, commissioning, Integration, Implementation and maintenance of the proposed 2-Factor Authentication solution along with other services, training and documentation as specified by the Bank.

The bidders are expected to examine all instructions, forms, terms, Bank 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 in favour of Bank of Maharashtra and payable at Pune.

Important information regarding Bid submission

<table>
<thead>
<tr>
<th>Tender Reference</th>
<th>072013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price of Tender copy</td>
<td>Rs. 25,000/- (Non Refundable)</td>
</tr>
<tr>
<td>Date of commencement of issue of tender document</td>
<td>19.06.2013</td>
</tr>
<tr>
<td>Date of closure of tender document</td>
<td>10.07.2013 up to 14:00 hours</td>
</tr>
<tr>
<td>Bid Security Deposit (EMD)</td>
<td>Rs. 10,00,000/- (Rupees Ten Lacs Only)</td>
</tr>
<tr>
<td>Queries to be mailed by</td>
<td>26.06.2013</td>
</tr>
<tr>
<td>Pre Bid Meeting</td>
<td>29.06.2013 (Saturday)</td>
</tr>
<tr>
<td>Last Date and Time for receipt of tender offers</td>
<td>10.07.2013 up to 14:00 hours</td>
</tr>
</tbody>
</table>
Date of opening of technical bids | 10.07.2013 at 16.00 hours
---|---
Address of Communication | Deputy General Manager
Information Technology
Bank of Maharashtra,
Head Office, “Lokmangal”
1501, Shivajinagar
PUNE – 411 005.
Contact Telephone Numbers | (020) 25536051 / 25532731- 35
Fax No. | (020) 2552 1568
E-mail Id | Keshav.metkar@mahabank.co.in
sachin.shintre@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.25,000/- (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 is invited to attend the pre bid meeting at Bank of Maharashtra, Head Office, Pune. In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. **However in order to participate in the pre-bid meeting, the tender document must be purchased by the prospective bidder.**

**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.

Deputy General Manager
Information Technology
2 Introduction

Bank of Maharashtra is a public sector bank with a standing of more than 75 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. Bank of Maharashtra, a leading Public Sector Bank has 1700 plus fully computerized branches spread across the country. In the state of Maharashtra itself it has more than 1000 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters.

The bank has fine tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Bancassurance business, mutual funds and other services like demat, lockers and merchant banking etc.

The Bank also provides Internet Banking Services as per Industry standard. There are more than 2 Lakhs Internet Banking users of the Bank. The Internet Banking users of the Bank are increasing very fast. The Bank has implemented various Security Measures to secure the Internet Banking portal of the Bank. Now the Bank wants to implement Two-factor Authentication as a next level of Security for its Internet Banking Portal – https://www.mahaconnect.in and to Mobile Banking. The Two-Factor Authentication shall be implemented as a software solution and shall meet the requirements of RBI guidelines. The system / proposed solution will have to be integrated with the existing IP network of the Bank. The successful system integrator or bidder will liaison and implement necessary configuration with the network / software vendor of the Bank.

The scope also includes maintenance of the solution for the period of 3 years (extendable by 2 more years) from the date of implementation of the solution & acceptance of the same by the Bank. The vendor shall provide adequate training to the staff for the solution.

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 System Integrator for implementing and maintaining the Two-Factor Authentication for Internet Banking and Mobile Banking Customers.

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.
Two Factor Authentication Solution RFP

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.
4 Project Details

4.1 Project Scope

The Internet Banking users of the Bank are increasing very fast. The Bank has implemented various Security Measures to secure the Internet Banking portal of the Bank. Now the Bank wants to implement Two-factor Authentication as a next level of Security for its Internet Banking Portal – https://www.mahaconnect.in and Mobile Banking Application. The Two-Factor Authentication shall be implemented as a software solution and shall meet the requirements of RBI guidelines. The system / proposed solution will have to be integrated with the Bank’s Solutions including, but not limited to, Internet Banking, Mobile Banking Solution and any other Electronic Banking solution that may be implemented in future. The successful system integrator or bidder will liaison and implement necessary configuration with the network / software vendor of the Bank.

The Bidder will be responsible for migrating the customer logins from the prevailing login methods to 2FA method without causing any disruption to the customer or to any other customer of the Bank. The bidder is required to provide a detailed project plan as well as migration plan to the Bank and the progress needs to be shared with the Bank on regular basis as per the frequency required by the Bank.

The scope also includes maintenance of the solution for the period of 3 years – extendable by 2 years - from the date of implementation of the solution & acceptance of the same by the Bank. The vendor shall provide adequate training to the staff for the solution. Solution shall be consisting of hardware, software, operating system, database, and tools, etc. as per the technical and operational specifications of the Bank. Refer 2FA Technical Specification. The solution is to be implemented on capex model.

The proposed solution shall support at least 5 lakhs Internet/Mobile Banking customer base. However, the solution should be scalable to support up to 15 Lakhs Internet Banking Customer Base

4.2 Project Timelines

The Vendor is expected to adhere to the following timelines:
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Activity</th>
<th>Time Period for completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply and delivery of equipments for 2-Factor Authentication servers</td>
<td>6 Weeks from LOI Date</td>
</tr>
<tr>
<td>2</td>
<td>Designing the architecture of the solution as per the requirement of the Bank and doing necessary customization</td>
<td>6 Weeks from LOI Date</td>
</tr>
<tr>
<td>3</td>
<td>Complete Installation of the solution</td>
<td>8 weeks from LOI Date</td>
</tr>
</tbody>
</table>
4.3 Detailed Scope of Work

4.3.1 General

The 2 Factor Authentication (2FA) solution should be able to support and seamlessly integrate with any Fraud Management and Risk-based authentication solution if bank opts to deploy in the future. The bidder has to give an undertaking to this effect.

The solution shall seamlessly integrate with the SIEM solution of the Bank. In case required, the vendor shall provide all required support to integrate it with SIEM. Overall scope must ensure full coverage of 24*7*365 monitoring & management aspects of Two-Factor Authentication system.

Although the Bank proposes token less solution for its Internet Banking customers, the Bank also expects to provide token based solution for its corporate users. The architecture, inventory, logistics etc. with respect to the token based solution shall be the responsibility of the bidder.

The bank shall be conducting Audit / Penetration tests of the solution by Bank appointed third party auditor. The solution shall pass the audit / penetration tests without any major findings. The major findings, if any must be rectified before the implementation of the solution. The Bank may also conduct penetrations tests frequently and the findings shall be rectified as per SLA terms.

The solution shall have sufficient flexibility to work on leading browsers such as Internet Explorer, Google Chrome, Firefox, etc. In addition to this it should support internet/Mobile banking. It should support multiple Operating systems like Windows, Mobile OS such as Windows, Andriod, Symbian and Blackberry, iOS etc. The vendor is expected to provide One Time Implementation cost which includes integration with existing CBS software and SIEM software.

IPv6 Readiness: The bidder shall ensure that the entire Two Factor Authentication Solution including hardware and software are IPv6 compatible and shall ensure the readiness as per the national roadmap for IPv6 deployment at no extra cost to the Bank.

In case the bank changes network topology / architecture, required modification in 2FA Solution architecture shall be done at no extra cost.

The Licensing of Solution Server (hardware, software and application) and licensing of 2FA Software shall continue 6 months further to the expiry of contract period so that the solution remains fully functional within the transition period. Extending the services of vendor shall solely depend upon the performance of the vendor.
ISMS Framework (ISO 27001:2005): The bidder shall abide by the ISMS framework of the Bank which includes Incident Management, Change Management, Capacity Management etc.

4.4 Solution Architecture

4.4.1 General

The scope of the job is to implement, maintain and carry out various functions of the 2FA solution. The Bank intends to purchase 2FA solution software, the SI/vendor shall install, update and maintain the same. Further the SI/vendor shall report the status of installation and implementation on daily basis to the Bank.

The solution should support risk based authentication and it should have the following features:

- The solution shall support identifying the customer activity by matching with the device profile (the device from which the user accesses the server or network) and the behavioral profile (what activities the user typically performs) at least. The bidder may deploy in addition any other industry standard method of identifying user activity.

- The solution should have risk engine a self-learning technology that evaluates each online activity in real-time, it should have tracking capability to detect fraudulent activity. A risk score should be generated for each activity. The higher the risk score, the greater the likelihood that an activity is fraudulent.

- It should translate risk policy into decisions and actions through the use of a comprehensive rules framework that should be configured in real-time.

- The solution should have mechanism that provides direct feeds of fraud patterns database to the Risk Engine so that when a transaction or activity is attempted from a device or IP address that appears in the data repository, it will be deemed high-risk and prompt a request for additional authentication.

- With the help of 2FA solution it should be possible to do login monitoring for all the users and for all the actions of the users. The logs shall contain Source IP Address, timestamp, session ID and User Activity etc.

- It should authenticate all login activities for all users. The authentication mechanism should challenge in the highest risk scenarios or when a policy/procedure has been violated.

- The solution should be self-learning to help protect against Trojans, man-in-the-middle attacks and other forms of malware threats. It should not depend on any kind of Antivirus, OS Patches or Firewall to protect against these attacks.

- In case of corporate customers, if the Banks decides to use digital certificate, the solution should have on board certificate issuing capability. The solution should also support 3rd party digital certificate.
4.4.2 Existing Flow of IB Transactions:
   1. The user has to login using his username and password from any PC/laptop.
   2. While transferring the fund to third party account the user is sent OTP on his registered mobile through SMS.
   3. The user has to enter this code to complete the fund transfer transaction.

4.4.3 Proposed Flow of IB Transactions: (Functional requirement)
   i. The internet/mobile banking user should be allowed to register into the system.
   ii. At the time of registration the user should be asked the multiple questions of his choice. OTP (One time password) should also be sent on to the user’s registered mobile. The user has to feed in the OTP for completing the registration process.
   iii. After registration the user should be allowed to do the transaction however when there is change in pattern, he should be challenged using random question which he has answered during registration.
   iv. In case of corporate customer of the Bank, the Bank may opt to implement hardware/software token based authentication.

4.4.4 Reporting and Escalations:
Reporting shall be as per the SLA in the format needed by the Bank. Officials concerned shall have complete view of the console available on the solution server. Drill down to the cause shall be automatically through console. Escalations rules shall be as per the requirement of the Bank.

4.4.5 Integration with Existing CBS software:
At present the Bank is using the BANCs24 solution as a Core Banking solution(CBS) and Internet Banking(IB) solution deployed by M/s.TCS. The 2FA solution should get integrated with the above mentioned CBS and IB solution. The bidder has to co-ordinate with the vendor of CBS and IB solution for integrating 2FA solution. The solution shall be made compatible for any changes in the CBS software or Internet Banking Application / Mobile Banking Application at no extra cost. Also whenever changes are carried out in CBS software or Internet Banking Application/ Mobile Banking Application, the bidder shall make the 2FA solution compatible with the new changes without any extra cost to the Bank.

4.4.6 Integration with existing SIEM Solution:
The reporting and logging system shall integrate seamlessly with existing SIEM Solution. As required by Bank the vendor shall provide all the required information and data for integrating with SIEM.

The Bank would also like the bidders to demonstrate their solution capabilities, integration services and any other innovative and creative services, which the bidder can offer to supplement bank’s requirements during the RFP technical evaluation & presentation process.
Bank reserves the right to bring about any changes in Requirement/Scope of this RFP and the same will be communicated to the bidder well in time so as to allow the bidder to prepare their proposal.

4.4.7 Solution Servers Requirements

The Solution server shall be able to manage at least 5,00,000 Internet/Mobile Banking customers and the concurrent transactions to the tune of 10,000. The vendor has to deploy servers in redundant mode at DC and DR of the Bank. The servers at DC should be in high availability mode (active – active) while servers at DR should be in (Active – Passive) mode. The servers at DC and DR should have replication of data on real time basis. The RPO should be 0 and RTO should be less than 80 minutes in DC and DR. The servers should have backup capability with the required backup software. Solution server storage capacity shall be optimum for 5,00,000 clients and it shall be up-gradable as the need arise.

The hardware, software for the solution servers including storage, OS etc shall be supplied and maintained by the SI. The bidder is also responsible to provide test setup. The bidder shall perform testing and obtain “Go Ahead” from the Bank before implementing any change in the production setup.

4.4.8 Client Ticket logging

The bidder shall provide facility to the Bank’s customer for registering any complaint related to login onto the Bank’s portal. The Bank’s helpdesk will also be registering complaint with the bidder on behalf of the customer. The bidder shall provide support and detailed reporting as per SLA.

No separate hardware/OS will be supplied for ticket logging system.

4.4.9 Help Desk:

The Bank has its own Helpdesk Setup for providing support to its customers/users. The overall solution provided by the bidder should be in line with the requirements of the call centre process of the Bank.

4.5 Service Levels

4.5.1 Uptime (Solution Uptime)

The vendor shall ensure that the system gives minimum 99.50% uptime (Calculated on monthly basis, which includes servers, storage, and solution as a whole). For every 0.10% or fraction thereof of additional downtime, Bank will impose a penalty of 1% of the monthly payment (subject to maximum of 10% of the contract value during Contract Period of three years).
4.5.2 Service Level Agreement

The vendor will also have to enter into a Service level agreement for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements. The bidder shall deploy complete solution within 6 weeks from receiving LOI from the Bank. The solution shall be considered for UAT only after implementation of 2FA for at least 50 Bank’s staff. In case the solution is not put forth for UAT within stipulated time, there will be penalty of Rs.1000 per day. If failure of any component leads to business downtime more than thrice within a span of six months, then the Vendor is expected to replace the component /equipment at Vendor’s own cost.

The Broad Service Levels are given below, subject to change:

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Service Area</th>
<th>Criticality</th>
<th>Service Level</th>
<th>Penalty Calculated every month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Implementation</td>
<td>Most Critical</td>
<td>Project completion as per the project timelines.</td>
<td>Rs.10000/= per additional day.</td>
</tr>
<tr>
<td>2</td>
<td>Solution uptime</td>
<td>Most Critical</td>
<td>99.5% uptime for solution. The uptime is calculated monthly based on 24 X 7 X 365. The solution shall be made available to the customer in 5 minutes. The bidder shall obtain the security compliance for VA scanning/ PT conducted by the Bank within 1 day for high risks, 2 days for medium risks, and 4 days for low risks observations. No vulnerability shall remain unresolved for more than one day after notification from the Bank. For every 0.10% or fraction thereof of Additional downtime for Solution, Bank will impose a penalty of 1% (Total Recurring Application support charges). For vulnerabilities open for more than 1 day, the penalty will be Rs.5000 per day.</td>
<td></td>
</tr>
<tr>
<td>Sr No</td>
<td>Service Area</td>
<td>Criticality</td>
<td>Service Level</td>
<td>Penalty</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------</td>
<td>----------------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>3</td>
<td>Failure of customer logins due to 2FA solution</td>
<td>Most Critical</td>
<td>Any other cause such as part failure causing the session timeout during login. Such problem to be resolved in 15 minutes.</td>
<td>For every 0.10% or fraction thereof of Additional downtime for Solution, Bank will impose a penalty of 1% of the monthly payment (Recurring)</td>
</tr>
<tr>
<td>4</td>
<td>Risk Analysis for any breach of security</td>
<td>Critical</td>
<td>For high Risk = 4 hours</td>
<td>For each additional 1 hour, the penalty will be Rs.1000/=</td>
</tr>
</tbody>
</table>

These penalties shall be applicable for the cases attributable to the SI, and the bank may ask for justification on case to case basis.

Penalty: Penalty will be calculated on Monthly basis. Please refer clause on Penalty for other details such as overall cap on penalty.
5 Bid Submission

5.1 Technical Bid and Commercial Bid Submission

One Copy of the Technical Bid and One Copy of the Commercial Bid must be submitted at the same time, giving full particulars in separate sealed envelopes at the Bank’s address given below, on or before the schedule given above. All envelopes should be securely sealed and stamped. The sealed envelope containing Commercial bid must be submitted separately to the Bank. The hard copy of the bid document shall be treated as correct and final, in case of any errors in soft copy.

Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted. The Technical and Commercial bids should be put in separate covers and all such covers shall be put in one single cover and delivered at the address mentioned below.

Bank’s address:
Dy. General Manager
Information Technology
Bank of Maharashtra
“Lokmangal”, 1501, Shivajinagar
Pune – 411005

Receipt of the bids shall be closed as mentioned in the bid schedule. Bids received after the scheduled closing time will not be accepted by the Bank under any circumstances. Bank will not accept bids delivered late for any reason whatsoever including any delay in the postal service, courier service or delayed bids sent by any other means.

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 envelope to be handed over to the department.

All the envelopes 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 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.
The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding Documents. Failure to furnish all information required by the bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the bidder’s risk and may result in rejection of the bid. No rows or columns of the tender should be left blank. Offers with insufficient information and offers which do not strictly comply with the stipulations given above, are liable for rejection.

The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.

All information (bid forms or any other information) to be submitted by the bidders may be submitted as a softcopy also in MS – Word in a CD and should be kept in the respective sealed covers. The bidders may note that no information is to be furnished to Bank through e-mail except when specifically requested and such queries are to be confirmed in writing.

**The list of requirements for the technical Bid has been mentioned in ”Technical Proposal format” in Section 6.1.10.** The Technical bid should not contain any price information. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. A copy of original Commercial offer with prices duly masked should also be submitted along with the Technical Bid, failing which the bid will be rejected.

The Technical Bid envelope should also include the CD containing the soft copy of the Technical bid with annexure and formats. However, it should not contain price related information, failing which the bid will be rejected outright.

**5.2 ENVELOPE-II (Commercial bid):**
The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. The prices quoted in the commercial bid (Appendix 1 Form 02 – Masked Commercial Bid) should be without any conditions. The bidder should note that the yearly unit price variation should not exceed by more than 10 percent. The bidder is also required to submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted. The commercial bid should also contain bifurcation of the costs of the mentioned items.

The Commercial Bid shall be submitted as per Annexure: - Appendix 1 Form 02 – Masked Commercial Bid, along with Appendix 2 Form A 01: Cover Letter (Technical Offer)

The response is expected in two separate envelopes; one containing the Technical Bid and the other containing the Commercial Bid. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.
6 Evaluation Process

For the purpose of the evaluation and selection of bidder for the 2FA Solution implementation project, a two-stage bidding process will be followed. The Bidder has to submit (1) Technical Bid and (2) Commercial Bids separately on the same day before the stipulated time (both hard and soft copies).

The ‘Technical Bid’ will contain the exhaustive and comprehensive technical details, whereas the ‘Commercial Bid’ will contain the pricing information. The Technical Bid should also contain the ‘Masked’ Commercial bid with the units of proposed components mentioned and prices masked. **The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.**

In the first stage, only the ‘Technical Bids’ will be opened and evaluated. All technical bids will be evaluated and a technical score would be arrived at. The bidder scoring the highest technical score will be ranked as T1. The bidders shall be categorized in the following two bands:

- Band 1: Bidders with technical scores more than 90 percent of the score of T1.
- Band 2: Bidders with technical scores more than 80 percent but less than 90 percent of the score of T1.

Bidders in Band 1 shall be considered to have technically qualified. Such bidders shall progress to the commercial evaluation stage. If only one bidder qualifies in Band 1, Bank shall qualify all the bidders in Band 2. If no bidder qualifies in Band 2, Bank reserves the right to consider the bidder with the next highest technical score.

In the second stage, the Commercial Bids of only those bidders shall be evaluated who have qualified in the technical evaluation. The remaining commercial bids, if any, shall not be opened. **While the technical score carries a weight of 70 percent, the commercial score carries a weight of 30 percent.**

Bank may call for any clarifications/additional particulars required, if any, on the technical/commercial bids submitted. The bidder has to submit the clarifications/additional particulars in writing within the specified date and time. The bidder’s offer may be disqualified, if the clarifications/additional particulars sought are not submitted within the specified date and time.

Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Bank also reserves the right to conduct Reference Site Visits at the bidder’s client sites. Based upon
the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

6.1 Eligibility Criteria
Eligibility criterion for the System Integrators to qualify this stage is clearly mentioned in Annexure 5 – Eligibility criteria. Complying to this document, system integrators who meet these criteria would only qualify for the second stage of evaluation. The System Integrator would also need to provide supporting documents for eligibility proof. All the credentials of the System Integrator 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.

6.1.1 Technical Bid Evaluation Process
The technical evaluation criterion would broadly involve the following major areas:

- Compliance to Technical requirement as in Annexure 1 - Technical requirement
- SI’s detailed work plan, proposed solution.
- Short listed SI’s presentation and demonstration of the solution proposed.
- Implementation Methodology described by the bidder in Technical Bid

The list of requirements for the technical Bid has been mentioned in "Technical Proposal format" in section 6.1.10. Scores for the above individual parameters shall be normalized to a percentage value. Each parameter has been assigned a weight. The weighted scores shall be summed up to determine the technical scores of the bidders. The bidder with the highest technical score shall be ranked as T1 and shall be considered as Thigh for the techno-commercial score.

6.1.2 SCORING METHODOLOGY FOR FUNCTIONAL AND TECHNICAL REQUIREMENTS

Criticality of requirements
Functional and technical requirements are segregated into two categories determined by the criticality of the requirement. These categories are as follows:

- **Knockout (K):** Knockout Requirements are those requirements which are extremely critical to the functioning of Bank and are to be met in their entirety in the precise manner as documented in the requirements.
- **Business Critical (B):** Business Critical Requirements are those requirements which are extremely critical for the functioning of Bank but can be met by the bidder in any form that the bidder deems most suitable. The objective of the activity, however, must be necessarily met as documented in the requirements.

Response Options
The bidder should provide a response to each of the requirements, which could be any one from the following categories:

- **Fully Compliant (FC):** The system that shall be delivered currently supports this function either in native form or through existing parameterization without further enhancement or the use of either programming or user tools, i.e. included in the base package.

- **Partially Compliant (PC):** The function would require workaround to the system, by the bidder (the system shall be able to deliver the function by way of a workaround using a combination of existing features with minimal or no customization), and the bidder shall provide these features at no additional cost before the beginning of the User Acceptance Test.

- **High Customization (HC):** The function since not available in the product as it is would require customization by the bidder and the bidder shall provide these features at no additional cost before the beginning of the User Acceptance Test.

The response should be given by marking under the category, which shall apply to the requirement. Where a response requires explanation, the bidder has to provide the explanation in the COMMENTS column or on a separate page, if necessary, with reference to the requirement number. Any requirement where the bidder has not marked a response will not be scored.

The responses of the bidders to the requirements shall be scored as given in the table below:

**Table 1-1: Functional Requirements Scoring Mechanism**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Knockout Requirement (K)</th>
<th>Business Critical(B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fully Compliance (FC)</td>
<td>9</td>
<td>7</td>
</tr>
<tr>
<td>Partial Complaint (PC)</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>High Customization (HC)</td>
<td>3</td>
<td>1</td>
</tr>
</tbody>
</table>

The Bidder should provide 100% of requirements as Fully Compliant, Partially Compliant or High Customization to be considered for evaluation. Bank reserves the right to reject the bid if the bidder does not respond / leaves the response field blank for any of the requirements.

Bank at its discretion may reject the proposal of the bidder without giving any reason whatsoever, if in Bank’s opinion, the bidder could not present or demonstrate the proposed solution as described in the proposal.

**6.1.3 SCORING METHODOLOGY FOR APPROACH AND METHODOLOGY (AM)**

The bidder is expected to provide, as a part of the technical bid, a detailed document
that explains the approach and methodology proposed by the bidder for the implementation of the proposed solution.

The “Approach and Methodology” adopted for the Implementation would be evaluated by Bank and would at the minimum cover

- Customization for the defined requirements
- Training
- Roll-Out Strategy
- Project Management

The bidder is also expected to provide, as a part of the technical bid, a detailed document that explains the general solution architecture of the solution proposed by the bidder. The response should also include details of the hardware and software proposed. The bidders will also have to make a presentation to the Bank’s management, which will also be taken into account while scoring this category.

**6.1.4 SCORING METHODOLOGY FOR REFERENCE SITE VISIT (RSV)**

The Bidder should provide the details of implementations involving solution proposed by the bidder for the scope as defined in this RFP, including detailed Scope of Project, rollout strategy and plan, etc. It is expected that the bidder provides the details for each of the implementations separately covering the complete scope of work.

The details provided should be verifiable and the Speed of Implementation, Project Closure, etc would be rated by Bank and scores assigned. A Committee of people from Bank would carry out Reference Site Visits and/or Telephonic discussions with the existing customers of the Bidder. The inputs that have been received from the Customer would be considered by Bank and this might not need any documentary evidence. This rating would be purely on the inputs provided by the Bidders customers. The scoring would be relative among the bidders. Bank at its discretion may reject the proposal of the Bidder without giving any reasons whatsoever, in case the responses received from the Site Visits are negative.

**6.1.5 SCORING METHODOLOGY FOR PAST EXPERIENCE (PE)**

The bidder should provide details of past experience in implementing Two Factor Authentication Solution including deployment of hardware, software and training Bank staff. The bidder’s past experience shall be evaluated as given below:

*Table 1-2: Scoring Methodology for Past Experience*
<table>
<thead>
<tr>
<th>Sr No</th>
<th>Parameter</th>
<th>Points to be awarded</th>
<th>Weight</th>
</tr>
</thead>
</table>
| 1     | Number of Indian Public Sector Banks where similar 2FA solution has been implemented | 1 Bank – 50 Points  
2 to 3 Banks – 80 Points  
4 or more Banks – 100 Points | 60%    |
| 2     | Number of Banks / Sites where similar 2FA solution has been implemented    | 1 Bank – 50 Points  
2 to 3 Banks – 80 Points  
4 or more Banks – 100 Points | 40%    |

The score obtained by the bidder shall be considered as PE for evaluation as explained in above table.

The Bidder should provide the details of all the implementations in Banks including details of Scope of Project, for the subjective evaluation as given in the table above. It is expected that the bidder provides the details for each of the implementations separately covering the complete scope of work.

A Committee of personnel from Bank (or Bank appointed advisors) would also carry out Reference Site Visits and/or Telephonic interviews with the existing customers of the Bidder. The inputs that have been received from the Customer would be considered by Bank and this might not need any documentary evidence. This rating would be purely on the inputs provided by the Bidder’s customers. Bank at its discretion may reject the proposal of the Bidder without giving any reasons whatsoever, in case the responses received from the Site Visits are negative.

### 6.1.6 CONSOLIDATED SCORE IN TECHNICAL BID EVALUATION

The Consolidated Technical Bid Evaluation Score (T) would be a composite of the following scores:

**Table 12-4: TEVS Weights Distribution**

**Scoring Parameter Weighted Score Minimum Percentage for Technical Qualification**

<table>
<thead>
<tr>
<th>Scoring Parameter</th>
<th>Weighted Score(WT)</th>
<th>Minimum percentage for Technical Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Functional Requirements (FR) WTFR</td>
<td>WTFR = FR x 50%</td>
<td>80%</td>
</tr>
<tr>
<td>Approach and Methodology (AM)</td>
<td>WTAM= AM x 20%</td>
<td>80%</td>
</tr>
<tr>
<td>Reference Site Visit (RSV)</td>
<td>WTRSV = RSV x 10%</td>
<td>60%</td>
</tr>
<tr>
<td>Past Experience (PE)</td>
<td>WTPE = PE x 20%</td>
<td>60%</td>
</tr>
<tr>
<td>Total TEVS of the Bidder</td>
<td></td>
<td>70%</td>
</tr>
</tbody>
</table>
FR, RSV, AM and PE denote the percentage scores obtained by each bidder in the corresponding sections. The final Technical Evaluation Score (TEVS) shall be calculated as following:

\[ \text{TEVS} = \text{WTFR} + \text{WTAM} + \text{WTRSV} + \text{WTPE} \]

The bidder with the highest technical score shall be considered as T1. The technical scores of the qualifying bidders shall not be disclosed to all the bidders.

6.1.7 DISQUALIFICATION PARAMETERS IN TECHNICAL BID EVALUATION

The bidders are required to score at a minimum as per the parameters defined. If only one bidder qualifies, Bank at its discretion may select bidders with the top two technical scores for commercial evaluation. Bank, at its discretion, may choose to open the commercial bid of the only bidder who qualifies. Bank at its discretion may reject the proposal of the Bidder without giving any reason whatsoever, if in Bank’s opinion, the Solution Sizing was not made appropriately to meet the performance criteria as stipulated by Bank. Bank at its discretion may reject the proposal of the Bidder without giving any reasons whatsoever, in case the responses received from the Site Visits are negative.

6.1.8 COMMERCIAL BID EVALUATION

Commercial bids of only those bidders who qualify the technical evaluation shall be opened. Commercial bids of the other bidders shall not be opened and their Earnest Money Deposit shall be returned.

The bidders will have to submit the Commercial bid in the attached format – Appendix 1 – Form 02 – Masked Commercial Bid. The bidder is expected to submit the Commercial bid in Indian Rupees inclusive of all the applicable taxes except Service Tax and Octroi / Entry Tax / equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of complete bills. The Technically Qualified bidder with the lowest Commercial Bid after scrutiny and normalization would be considered as CLOW.

6.1.9 TECHNO-COMMERCIAL SCORING

The techno-commercial score shall be calculated as follows:

\[ \text{Total Score} = \left( \frac{\text{CLOW}}{\text{C}} \right) \times 0.3 + \left( \frac{\text{T}}{\text{THIGH}} \right) \times 0.7. \]

Here C and T are the commercial and technical scores of the respective bidders. The scores would be rounded-off to the first decimal point. In case of a tie of Total Score between two or more Bidders, the Bid with higher technical score would be chosen as the successful bidder. Bank will notify the name of the Successful Bidder. Commercial bid valuation shall be considered as below in case of any kind of discrepancy:
1. If there is a discrepancy between words and figures, the amount in words shall prevail.
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
3. If there is a discrepancy between unit price and total price, the unit price shall prevail.
4. If there is a discrepancy in the total, the correct total shall be arrived at by the Bank. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

All liability related to non-compliance of this Minimum Wages Requirement and any other law will be responsibility of the bidder.

6.1.10 Technical Proposal Format

The SI'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 shall be structured in the following sequence:

1. Covering letter as per Appendix 2 Form A 01
2. Executive Summary: The Executive Summary shall be limited to a maximum of five pages and shall summarize the content of the response. The Executive Summary shall initially provide an overview of SI's organization and position with regards to Two Factor Authentication Solution services for Banking Sector. A summary of the SI's facilities and services that will be provided as a part of this procurement shall follow. A brief description of the unique qualifications of the bidder shall 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 Two Factor Authentication Solution Features Section of the SI’s proposal must consist of a response to the technical requirements in Annexure 1. The SI’s response must explain the technical specifications wherever required.
4. Copy of Price Bid without commercials as per Appendix 1 Form 02 – Masked Commercial Bid;
5. Queries in the format as given in Appendix 2 Form A 02;
6. Annexure 3 Conformity with Hardcopy Letter
7. Annexure 4 Conformity Letter
8. OEM Authorization form as given in ANNEXURE -6

**6.1.11 Bid Security Deposit**

The bidder shall furnish, as part of its bid, bid security of an amount mentioned in section 1 of this document. The bid security is required to protect the Bank against the risk of SI’s conduct.

The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Demand Draft favoring “Bank of Maharashtra” by a Scheduled Commercial Bank or a foreign bank located in India in the form provided in the RFP (Appendix 2 Form A 04 - Bid Security Form). Any bid not secured in accordance with the above will be rejected by Bank of Maharashtra as non-responsive.

Unsuccessful bidders’ bid security will be returned by the Bank.

The successful SI’s bid security will be discharged upon the bidder signing the Contract and furnishing the performance security.

The bid security may be forfeited:

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 SI, 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 format of commercial proposal is as per Appendix 1 Form 02
7 Terms and conditions

7.1 General

The SIs shall adhere to the terms of this tender document and would not accept any deviations to the same. If the SIs have absolutely genuine issues only then shall they provide their nature of non-compliance to the same in the format provided in Appendix 2 Form A 02 - Query Format. 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 project of “Implementation and Maintenance of Two Factor Authentication Solution”.

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 SI, the tender document shall be the governing document for arrangement between the Bank and the SI.
7.2 **Rules for responding to this tender document**

7.2.1 **Response document**

7.2.1.1 All responses shall be in English language. All responses by the System Integrator 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 “Project scope” 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 The offer shall specify only a single product for the 2FA solution and for each of the components required as a part of solution implementation, which is cost-effective and meeting the tender document specifications. It is the responsibility of the bidder to provide the best suitable solution. However, bidder shall not offer more than one product for the entire solution or any component of the solution.

7.2.1.6 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 SI’s and responded to by the SI, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
7.2.1.7 In the event optional prices (if requested in RFP) are not quoted by the vendor, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating vendor will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the vendor. The same item has to be supplied by the vendor free of cost.

7.2.1.8 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and implementing solution. The Bank’s interpretation will be final.

7.2.1.9 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 SI, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.

7.2.1.10 In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the SI’s financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.

7.2.1.11 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 providing solution and availability etc. as mentioned in the tender document circulated by the Bank. bidder shall be fully responsible for deviations to the terms & conditions, time frame etc. as proposed in the tender document

7.2.2 Price Bids

7.2.2.1 The bidder is requested to quote in Indian Rupees (‘INR’). Bids in currencies other than INR would not be considered.

7.2.2.2 The prices and other terms offered by SIs must be firm for an acceptance period of 180 days from the date of commercial bid submission.

7.2.2.3 The prices quoted by the bidder shall include all costs such as, taxes, levies, cess, excise and custom duties, Service Tax, VAT etc wherever applicable that need to be incurred.
7.2.2.4 If the bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.

7.2.2.5 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder shall give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the SI”. bidder shall ensure that the project shall not suffer for any reason.

7.2.3 Price Comparisons

7.2.3.1 The Bank will consider the Total Cost of Ownership (TCO) over a three-year period starting from date of acceptance of the Solution. The optional (if requested in RFP) items would also be considered in the TCO.

7.2.3.2 Comprehensive charges must be quoted, on yearly basis, after taking due consideration for the requirements and support period and providing the adequate benefit to the Bank.

7.2.3.3 The Bank, may decide to choose to avail the optional items at any point during the contract on the same cost.

7.2.3.4 For comparison purposes the Bank will consider the Optional (if requested in RFP) Items as well.

7.2.3.5 The Price offer shall be on a fixed price basis and shall include: All taxes, duties and levies, Service Tax of whatsoever nature if any; and Services which are required to be extended by the bidder in accordance with the terms and conditions of the contract.

7.2.3.6 The bidder must provide and quote for all the services as desired by the Bank as mentioned in this tender document.

7.2.4 Performance Guarantee
7.2.4.1 If the contract is awarded, the bidder shall furnish a Performance Bank Guarantee in the format as required by the Bank to the extent of 15% 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.

7.2.4.2 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.

7.2.4.3 Responses to this tender document shall 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.

7.2.4.4 By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the SI. 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 SI, and a different bidder may be selected.

7.2.4.5 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.

7.2.4.6 The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the SI’s performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the SI’s inability to meet the established delivery dates, that bidder will be responsible for any tendering costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services or is limited to 10% on the total cost whichever is higher.
7.2.4.7 The bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, of providing 2FA Solution. 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 shall fulfill all the terms and conditions of this tender document.

7.2.4.8 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 SI. 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 SI.

7.2.4.9 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 SI. 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 providing solution etc. as mentioned in this tender document.

7.2.4.10 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.

7.2.4.11 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.
7.2.4.12 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, shall 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 Bank’s 2FA Solution as part of the contract, from time to time.

- The Bank would not return the bid documents to the SI’s

7.2.4.13 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.
7.2.5 Changes to the tender document

7.2.5.1 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 SI’s about changes, if any.

7.2.5.2 The Bank may revise any part of the tender document, by providing a written addendum to all short-listed SIs 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.

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

7.2.5.4 SIs 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 to the Deputy General Manager, IT at the address mentioned in earlier, and shall be received by the point of contact not 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 SIs 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 SI, who posed the question, will remain anonymous.

7.2.5.5 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 SI’s and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.

7.2.5.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all SI’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.
7.2.5.7 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 SI, and/or to listen to any representations.

7.2.5.8 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There shall 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.

7.2.5.9 bidder presentation – Bidders are requested to be prepared to make presentations and arrange for reference site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date for submissions of bids. The Bank will communicate a date and time to the bidder any time after the last date for submission of bids.

7.2.5.10 Details of Sub-contracts, as applicable – If required by the Bank, SIs shall provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub contractors by the SI, the bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the bidder to perform its obligations. The bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.

7.2.5.11 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.

7.2.5.12 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.
7.2.5.13 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 SI's representative and Bank's official or any consultant/auditor appointed by the Bank shall be received at IT Department, Pune along with invoice etc. for scrutiny before taking up the request for consideration of payment.

7.2.5.14 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 SI, 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 SI’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.

7.2.5.15 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 SI). 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.
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.

7.2.5.16 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 SI’s. The bidder agrees that it has no reservations with this process.
8 Terms of Reference

8.1 Contract Commitment
The Bank intends that the contract, which is contemplated herein with the SI, shall be for a period of THREE years. The Bank at its sole discretion may enter into the 5 year contract for “Implementation and Maintenance of Two Factor Authentication Solution”. The contract period will start from the date of acceptance of the project.

8.2 Payment terms
The SI must accept the payment terms proposed by the Bank. The financial bid submitted by the SI during the commercial bid submission must be in conformity with the payment terms proposed by the Bank.

Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the SI, in case of delays or defaults on the part of the SI. Such withholding of payment shall not amount to a default on the part of the Bank.

a) 20% on delivery of Hardware, Software, Communication equipments etc and inspection of the equipments and media delivered by the Bank staff at respective locations.

b) 50% on installation, successful commissioning and acceptance of the solution by the Bank

c) 10% after completion of one year warranty period.

d) 10% after completion of two year warranty period

e) 10% after completion of three year warranty period

f) The payment for additional Hardware and Software tokens if any, will be on delivery and the successful commission, integration and sign off.

The recurring payment application support charges for the services on “Two Factor Authentication Solution project” shall be divided into four equal installments for the year and paid quarterly in arrears; after deducting the applicable penalty; post the successful commissioning of the project and acceptance of all the relevant requirements under this tender. Bidder has to ensure that the equipments deployed are operational till five years and there is end of life / end of sale or end of support from OEM. In case any upgrade / replacement is required due to any such reason, the bidder should provide the upgrade / replacement free of cost without hampering ongoing operations.
No price variation relating to increases in customs duty, excise tax, Service tax, currency exchange rate fluctuation etc. will be permitted.

8.3 Service Level Agreement

Bidder has to ensure that the equipments deployed are operational till three years and there is end of life / end of sale or end of support from OEM. In case any upgrade / replacement is required due to any such reason, the bidder should provide the upgrade / replacement free of cost without hampering ongoing operations.

The Commercial Bid as per Appendix 1 Form 02 shall be inclusive of all taxes; excluding Service Tax and Octroi; which will be paid at actual.

8.4 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.

8.5 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 SI.
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.

### 8.6 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:

- Unacceptable Delay in providing overall solution including client software installations as per the SLA
- 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 SI. This is after repaying the original amount paid.

### 8.7 Indemnity

SI 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 SI, 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 SI, (iii) use of the allocated site and or facility provided by the SI, (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. 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 SI, 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 SI’s shall 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 SI, its employees, and agents
- Breach of any terms of tender document or Representation made by the System Integrator.
- 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.

8.8 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 SI, 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.

8.9 Publicity

Any publicity by the bidder in which the name of the Bank is to be used shall be done only with the explicit written permission of the Bank.
8.10 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.

8.11 Penalties and delays in System Integrator’s performance
The bidder shall provide uninterrupted services for ensuring implementation and maintenance of the 2FA Solution as per the requirements of this tender. Inability of the bidder to either ensure deliverables as per specifications within defined timelines or to meet the service levels as specified in this RFP shall be treated as breach of contract and would invoke the penalty clause.

The proposed rate of penalty with respect to non-adherence to service levels is mentioned in Service level in this RFP. Overall cap for penalties will be 10% of the contract value. Thereafter, the contract may be cancelled. The bank also has the right to invoke the performance guarantee. Penalties on delay will be applicable when the delay is not attributable to the bank.

Notwithstanding anything contained above, no such penalty will be chargeable on the bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.

Delivery of the Goods and performance of the Services shall be made by the bidder in accordance with the time schedule specified by the Bank.

If at any time during performance of the Contract, the bidder shall encounter conditions impeding timely delivery of the Goods and performance of the Services, the bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the SI’s notice, the Bank shall evaluate the situation and may at its discretion extend the SI’s time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
Any delay by the bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of liquidated damages, unless extension of time is agreed upon without the application of liquidated damages

8.12 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 SI. 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. of the 2FA Solution) by the SI.

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

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.

8.13 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 shall 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 SI.

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 SI.

“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 to host Banks equipments at the site.

(e) “Confidential Materials“ shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.

(f) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years.

1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

2. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

3. In maintaining confidentiality 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.

8.14 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 SI'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 SI'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.

8.15 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 SI, 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 within 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. The language of arbitration shall be English only.

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, shall it find it expedient to do so.

8.16 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 vendor to accept the contract and furnish the Performance Guarantee within 10 days of receipt of purchase contract;

   b. Delay in delivery beyond the specified period;

   c. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. Inability of the vendor to remedy the situation within 60 days from the date of pointing out the defects by the Bank. (60 days will be construed as the notice period)
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 SI.

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 shall continue to provide the facilities to the Bank at the site.

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 shall 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 bidder shall continue the services as it is, till the complete solution by another bidder is accepted by the Bank
   b. The bidder shall ensure that there is no expiry of licenses for any servers, storage and solution as a whole

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 shall be part of the commercial offer.

10. During which the existing bidder would transfer all knowledge, knowhow 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 in the event of transition to another solution.

8.17 Corrupt and fraudulent practices
As per Central Vigilance Commission (CVC) directives, it is required that SIs / 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 SIs (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive he 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.
8.18 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.

8.19 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.

8.20 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 SI.
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.

8.21 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 shall 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 SI'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 SI.

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.

6. Continuing the services at the existing terms until the alternate solution is available or maximum 6 Months whichever is earlier.

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 SIs. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another SIs whom so ever they feel eligible for the same taking into consideration the price and quality.
### Annexure 1 – Technical Specifications

<table>
<thead>
<tr>
<th>Sr no</th>
<th>Features</th>
<th>K/ B</th>
<th>Fitment (FC/ PC/ HC)</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The solution should be proposed for 3,00,000 Internet / Mobile Banking users.</td>
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<tr>
<td>2</td>
<td>The proposed solution must support scalability to add additional 2,00,000 users without the need to discard the earlier set-up.</td>
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<td>3</td>
<td>The Solution proposed should be provided with High availability within the primary site and replication between primary site and DR site.</td>
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<td>4</td>
<td>The solution proposed should be provided with Active-passive model at DR site</td>
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<td>4</td>
<td>The solution should include a Risk based Engine which is self learning based on the user behavior and environment. The authentication mechanism should use the risk score generated by the engine to prevent fraud in real-time by challenging high risk transactions</td>
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<td>5</td>
<td>The two factor authentication mechanism should be integrated with existing application and network.</td>
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<td>6</td>
<td>All activities at admin console should have an audit trail of all logon attempts and operations. Confidential Logs should be tamper proof. Tools should be provided to check the integrity of logs. The solution must provide a means to log all transactions, and must support</td>
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<td></td>
<td>Requirement</td>
<td>Recommendation Level</td>
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<td>7</td>
<td>Capability to maintain comprehensive Audit logs of user access to defined resources.</td>
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<td>8</td>
<td>Inbuilt features for Customized reporting based on configurable parameters (Like user, time etc.)</td>
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<td>9</td>
<td>The solution should be browser and OS independent.</td>
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<td>10</td>
<td>User must be able to perform Internet Banking using the solution from any place i.e. Home computer, Office computer, Cyber café etc.</td>
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<td>11</td>
<td>Solution should provide protection from key-loggers.</td>
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<td>12</td>
<td>Solution must counter phishing, pharming, man in the middle, man in the browser and man in the machine attack.</td>
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<td>13</td>
<td>There should be synchronization between DC and DR.</td>
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<td>14</td>
<td>Solution must support the authentication at the time of pre login, user login as well as transaction authentication.</td>
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<tr>
<td>15</td>
<td>The solution should be able to support and seamlessly integrate with any fraud management and risk based authentication solution if bank desire to deploy in the future. The bidder has to give an undertaking to this effect.</td>
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<td>16</td>
<td>Solution must prevent registration hijacking while registering the user in the</td>
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<td>17</td>
<td>The 2FA solution should have dedicated authentication server to manage all authentication.</td>
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<tr>
<td>18</td>
<td>Authentication Server should support any SMS gateway vendor using http protocol.</td>
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<td>19</td>
<td>The Bank may choose to enable Digital Signatures for transactions and documents in the future to provide other valuable business services like secure delivery of eBills, eStatements and eDocuments or digital signing of forms and documents. The proposed solution must support the use of the same credentials for digital signature of User transactions.</td>
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<td>20</td>
<td>The 2FA solution should provide unlimited scalability, ease of use and low latency to avoid degrading application or network performance.</td>
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<tr>
<td>21</td>
<td>Solution should tightly integrate with Bank’s BANCs24 and existing Internet Banking application.</td>
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<tr>
<td>22</td>
<td>The Solution should support emergency access capabilities by sending OTP over SMS /Email/ IVR</td>
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<td>23</td>
<td>Solution must include policy-based fine grained user control and access to resources including privileged accounts with audit trail on the systems proposed.</td>
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<td>24</td>
<td>It is required that Logs are captured to provide user and server activity reports for a defined time period.</td>
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<td>25</td>
<td>Support for encrypted communication between the components including the primary and failover servers with Encryption keys shall be rolled over automatically and all key management can be scheduled</td>
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<tr>
<td>26</td>
<td>The 2FA Authentication Solution should support all leading platforms including Windows and multiple flavors of UNIX on the server side and database servers including Oracle, SQL Server and DB2.</td>
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<td>27</td>
<td>The Risk Engine should generate a risk score that can be used in defining policies. The scoring should be granular such that the Bank can set thresholds for various ranges of risk scores for different forms of authentications.</td>
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<td>28</td>
<td>OEM must have a global online Fraud Intelligence Network that also looks at global frauds and feeds from sources across financial institutions, credit and debit card issuers, health care firms, internet service providers, wireless providers, high-tech companies and government and law enforcement agencies.</td>
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<td>29</td>
<td>The solution should provide a platform/network where fraud related information is shared by the various customers/users of this solution. The network should have a substantial number</td>
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<td>30</td>
<td>The proposed solution should be available in both on premise</td>
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<tr>
<td>31</td>
<td>The solution should have the ability to identify/mark transactions and/or activities which are being manipulated by Trojans. This will allow the bank to take proactive steps to protect customers whose PCs/Laptops are infected</td>
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<td>32</td>
<td>The solution should provide a set of SDK to allow collection of device characteristics from popular mobile handsets like BlackBerry, Android, iPhone.</td>
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</table>
| 33 | The risk scoring should be done using a self learning risk engine model using the following  
1) Device / IP / Location Parameters  
2) User Behaviour  
3) Inputs shared by other banks on fraud  
4) Feedback by the bank using a web based case management solution | K |
| 34 | Transaction monitoring should happen on pre-login, Login and Post login transaction on the internet/Mobile banking system | K |
| 35 | The authentication mechanism should support authentication mechanisms like challenge questions. | K |
| 36 | The solution must be able to use the inputs from the online fraud monitoring services (anti-Phishing, anti-Pharming, anti-Trojans etc) such as suspected IPs, suspected locations, compromised accounts, Mule account details used by various Trojan | K |
families dummy data fed to fraud sites etc and other inputs provided by the bank and third parties. Real time correlation between results generated by online fraud monitoring and feed taken by transaction monitoring should happen.

| 37 | The solution must include real time feeds of fraudulent IP addresses, devices footprints used in fraud, and mule accounts used to commit frauds. These feeds need to be updated real time basis. | K |
| 38 | The solution must have capability to deliver out of the band authentication . | K |
| 39 | The solution must provide a range of authentication capabilities, tailoring appropriate authentication for particular transaction risk levels. The bidder shall describe the way in which they are able to adapt authentication mechanism to different levels of risk associated with a transaction for the user. | K |
| 40 | Proposed Solution should have a mechanism to support multiple authentication methods under in a single deployment | K |
| 41 | Detection based mechanism should include and exceed the following parameters:  
  - Device based  
  - IP and country based  
  - Channel  
  - Amount (payment and transaction)  
  - Ground risk  
  - High risk IPs  
  - Locations  
  - Fraudulent accounts  
  - Policies of the Bank  
  All the above should be configurable as per | K |
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<tbody>
<tr>
<td>42</td>
<td>The solution should have mechanism built to interface with other systems in the future and should provide updates to include newer authentication mechanisms</td>
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<tr>
<td>43</td>
<td>All events should be logged and be available to support investigation related to fraud incidents and other uses.</td>
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<tr>
<td>44</td>
<td>Comprehensive customizable reporting dashboard and tools to conduct proactive risk monitoring, case management, as well as trending and modeling analysis.</td>
<td>K</td>
</tr>
</tbody>
</table>
| 45 | The transaction monitoring mechanism should be based on:  
  - risk-based detection scoring  
  - User configurable rules  
  - Self learning system  
  - Other mechanism | K |
| 46 | The solution should provide specific mechanisms to detect false positives so as to maximize user experience using the new authentication mechanisms. | B |
| 47 | The solution should require minimum customization for integration with the bank systems | B |
| 48 | Performance benchmarks should be available for the solution on various platforms like Internet based Web channel | B |
| 49 | Should provide a web based module for monitoring and configurations which is accessible real time by various Bank users based on job responsibilities. For example;  
  - System admin  
  - Fraud Analyst  
  - Customer Service at Bank Call Centre | K |
<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement Description</th>
<th>Score</th>
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</thead>
<tbody>
<tr>
<td>50</td>
<td>The solution must support multiple applications and environments, including Web-based customer facing applications, which must include Bank’s internet banking application for net-banking and other solutions that bank may deploy for various channels.</td>
<td>K</td>
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<tr>
<td>51</td>
<td>Solution must provide easy interface for designing, testing (offline and online/simulation) and deploying customized rules/policies. Ability to run rules in a simulation mode to monitor the effect of a rule without actually applying it. Ability to simulate the effect of each new rule before being applied to production thereby allowing to fine-tune until the optimal result is “achieved”</td>
<td>B</td>
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<tr>
<td>52</td>
<td>Proposed Solution should be capable of integrating with the Incident and Threat management module of Governance, Risk and Compliance module, Which bank might deploy in the future</td>
<td>K</td>
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<tr>
<td>53</td>
<td>Proposed Solution should have the capability to integrate with Security operation center (SOC) of the bank.</td>
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<tr>
<td>54</td>
<td>The solution architecture should be based on web services technology to ensure future interoperability and simpler integration with future applications</td>
<td>B</td>
</tr>
<tr>
<td>55</td>
<td>The Solution should be providing PKI. The Solution should enable digital signatures in Internet Banking for corporate customers or High Value transactions</td>
<td>K</td>
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<tr>
<td>56</td>
<td>The user’s password must not be stored on the user’s device.</td>
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<tr>
<td>57</td>
<td>The user’s certificate encrypted with his password shall be stored in his device only.</td>
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<tr>
<td>58</td>
<td>The token should not insert itself into any form for authentication. An intermediate manual step shall be there while reading the token into any application.</td>
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<tr>
<td>59</td>
<td>The token should be tamper proof with strong tamper-resistant features such as tamper-evident cases and software/hardware designed to resist alteration</td>
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<tr>
<td>60</td>
<td>The token must not be able to be duplicated and the shared secret should be closely guarded</td>
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<tr>
<td>61</td>
<td>Solution must provide out-of-band authentication via e-mail and mobile</td>
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<tr>
<td>62</td>
<td>The One Time Password (OTP) should be sent at the time of beneficiary maintenance and at the time of Funds transfer also. The OTP entered by the user should be authenticated before allowing user to proceed further. The password should be sent in encrypted form through network.</td>
<td>K</td>
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<tr>
<td>63</td>
<td>The solution shall support authentication mechanisms such as PKI based token, User ID/Password/Q and A (challenge response), OTP, RADIUS, out-of-band OTP, any other custom authentication scheme.</td>
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<tr>
<td>64</td>
<td>Solution should support both H/W and S/W token for both OTP &amp; PKI based Authentication.</td>
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<tr>
<td>65</td>
<td>Capability to deploy tokens W/o any client installations</td>
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<tr>
<td>66</td>
<td>Capability to create groups and provide reports based on additional information of users captured.</td>
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</table>

* Knockout (K)/ Business Critical (B)
Annexure-3: Proforma of letter to be given by all the Vendors participating in the 2FA Project on their official letterheads.

To

Deputy General Manager
Information Technology
Bank of Maharashtra
Head Office,
Lokmangal, Shivaji Nagar,
Pune - 411005

Sir,

Sub: RFP for Implementation of Software Based Two Factor Authentication

Further to our proposal dated XXXXXXX, 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
Annexure 4: Proforma of letter to be given by all the vendors participating in the 2 Factor Authentication Project on their official letter-head.

To

Deputy General Manager
Information Technology
Bank of Maharashtra
Head Office,
Lokmangal, Shivaji Nagar,
Pune - 411005

Sir,

Sub: RFP for Implementation of Two Factor Authentication Solution

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, provided however that only the list of deviations furnished by us in Appendix 2 Form A 02 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, 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

Bidder’s corporate name
## Annexure 5: Eligibility criteria compliance for RFP for Two Factor Authentication

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Eligibility Criteria</th>
<th>Documents required</th>
<th>Complied Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>A) General Criteria</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>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.</td>
<td>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</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Shall have been in existence for three years as on 31-03-2013.</td>
<td>Partnership firm-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</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The firm shall not be blacklisted / barred by Government of India or any regulatory body in India in last 3 years</td>
<td>Self Declaration</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>B) Financial Criteria</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Shall have a minimum average annual Net Sales Turnover of Rs.50.00 crores (Rupees Fifty Crores) during last three financial years viz. 2009-10, 2010-11 and 2011-12.</td>
<td>Copy of audited Balance Sheet and P&amp;L statement for the financial years 2009-10, 2010-11 and 2011-12.</td>
<td></td>
</tr>
</tbody>
</table>
### C) Technical Criteria (Experience and other Technical Requirements)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>The Bidder should have a proven and field-tested technology for the implementation of such solutions already in operation for at least two years.</td>
<td>Credential letter from the client with duration.</td>
</tr>
<tr>
<td>7</td>
<td>Bidder should have direct authorization from the Original Equipment Manufacturer (OEM) for selling and supporting the solution offered</td>
<td>Provide supporting documents from OEM</td>
</tr>
<tr>
<td>8</td>
<td>Bidder should have implemented 2FA solution in at least one scheduled commercial bank in India with Internet Banking customer base not less than 1,00,000.</td>
<td>Credential letter from the client Bank</td>
</tr>
<tr>
<td>9</td>
<td>Solution/product proposed should have undergone third party penetration testing / ethical hacking tests.</td>
<td>Audit report regarding same with compliance thereof / Any supporting document establishing the compliance</td>
</tr>
<tr>
<td>10</td>
<td>Solution proposed should have been implemented by the bidder in at least 1 scheduled commercial bank in India with Internet Banking customer base not less than 1,00,000.</td>
<td>Credential letter from the client Bank</td>
</tr>
</tbody>
</table>
Appendix 1 Form 02: Masked Commercial Bid (Without commercials)

Part 1: Commercial Proposal Format: Summary Sheet (Without Commercials)

<table>
<thead>
<tr>
<th>Segment</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) 2FA Solution Charges Including Licensing Cost</td>
<td></td>
</tr>
<tr>
<td>B) Services charges</td>
<td></td>
</tr>
<tr>
<td>C) Application support charges</td>
<td></td>
</tr>
<tr>
<td>D) One Time Charges (Including Installation, Configuration etc)</td>
<td></td>
</tr>
<tr>
<td>F) Training Charges</td>
<td></td>
</tr>
<tr>
<td>G) Any Other Charges</td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

Part 2: Segment wise Detailed Commercial Proposal Format: Summary Sheet (Without Commercials)

A) 2FA Solution Charges Including Licensing Cost (Same Hardware configuration is to be provided at both DC and DR. The hardware and software shall carry warranty of 3 years)

<table>
<thead>
<tr>
<th>Particulars</th>
<th>HA</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solution Server at DC (give details)</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>including OS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solution Server at DR (give details)</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>including OS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Database Server</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Particulars</td>
<td>Qty of Changes made</td>
<td>Rate per Change</td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>---------------------</td>
<td>-----------------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>Migrate of customer login to 2FA method</td>
<td>3 Lakhs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Changes carried out in the 2FA solution</td>
<td>10 per year (30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(application customization)</td>
<td>changes in complete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>project period)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Service Charges**
### C) Support Charges

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Year</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual application support charges</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Annual application support charges</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Annual application support charges</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td><strong>Total Annual support Charges</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### D) One Time charges (including installation, configuration etc)

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Qty of Server</th>
<th>Rate per Server</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation of Hardware and OS at DC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implementation of Hardware and OS at DR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implementation of application software at DC and DR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other one Times Charges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total One Time Charges</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### E) Training Charges

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Qty of Persons</th>
<th>No of days of training</th>
<th>Charges per person per day</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Administrator</td>
<td>2</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations Team</td>
<td>2</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Call Centre training</td>
<td>4</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Training Charges</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix 2 Form A 01: Cover Letter (Technical Offer)

Date

To,
Deputy General Manager
Information Technology
Bank of Maharashtra
Head Office,
Lokmangal, 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…………………………………..by ……………………….20

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)
Appendix 2 Form A 02: Queries on the Terms & Conditions, Services and Facilities provided:

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

All the queries must be submitted in the format given below only. The queries not submitted in the given format or not within the time lines will not be accepted.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Page #</th>
<th>Point / Section #</th>
<th>Clarification point as stated in the tender document</th>
<th>Comment/ Suggestion/ Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
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<td>4</td>
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<td>7</td>
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<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Dated:

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)
<table>
<thead>
<tr>
<th>Section #</th>
<th>Section Heading</th>
<th>Proforma Given</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Eligibility Criteria</td>
<td>Annexure 5</td>
</tr>
<tr>
<td>2.</td>
<td>Cover Letter – Technical Offer</td>
<td>Appendix 2 Form A 01</td>
</tr>
<tr>
<td>3.</td>
<td>Bid Security</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Bid Security Undertaking</td>
<td>Appendix 2 Form A 04</td>
</tr>
<tr>
<td>5.</td>
<td>Executive Summary</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Technical compliance</td>
<td>Annexure 1</td>
</tr>
<tr>
<td>7.</td>
<td>Technical Offer Descriptive</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Detailed Methodology for providing Security Services using the 2FA</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Conformity with Hardcopy Letter</td>
<td>Annexure 3</td>
</tr>
<tr>
<td>10.</td>
<td>Conformity Letter</td>
<td>Annexure 4</td>
</tr>
<tr>
<td>11.</td>
<td>Masked Commercial Bid (without commercials)</td>
<td>Appendix 1 Form 02</td>
</tr>
<tr>
<td>12.</td>
<td>Query format / Comments on Terms and conditions and Terms of reference</td>
<td>Appendix 2 Form A 02</td>
</tr>
<tr>
<td>13.</td>
<td>Any other Information as requested in the tender document</td>
<td></td>
</tr>
</tbody>
</table>

Dated:

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)
Appendix 2 Form A 04: BID SECURITY FORM

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

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

TO:

Deputy General Manager
Information Technology
Bank of Maharashtra
Head Office,
Lokmangal, Shivaji Nagar,
Pune - 411005

WHEREAS _________________________ (hereinafter called “the Bidder”) has submitted its bid dated_______ (date of submission of bid) for Implementation and Maintenance of 2FAnatre in response to Bank of Maharashtra’s Request for Proposal (RFP) No. ________ (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.
Annexure 6: Manufacturer’s Authorization Form (MAF)

No. ___________ dated_____________

TO

________________________
________________________
________________________

Dear Sir,

Tender Reference No.__072013____________

We ________________________________ who are established and reputable manufactures of _________________ having factories at_________ and ________ do hereby authorize M/s _________________________________ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case the above firm is not able to perform the obligations as per contract during the period of contract, as Original Equipment Manufacturer, we are liable to provide the services as per the terms of contract.

Yours faithfully,

(Name)

for and on behalf of

M/s____________________

(Name of manufactures)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.