



**RFP Reference No. 022020**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**ENGAGEMENT OF SOLUTION PROVIDER FOR END TO END MANAGEMENT OF  
CREDIT CARD SOLUTION & OPERATIONS FOR FIVE YEARS, UNDER OPEX  
MODEL.**



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

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





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## Invitation for Tender offers

Bank of Maharashtra (Bank) invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed entities for ENGAGEMENT OF SOLUTION PROVIDER FOR END TO END MANAGEMENT OF CREDIT CARD SOLUTION & OPERATIONS FOR FIVE YEARS, UNDER OPEX MODEL. In this RFP, the term bidder/ prospective bidder refers to the primary bidder together with other entities participating for delivering product/ services.

The purpose of this RFP is to seek a detailed technical and commercial proposal for ENGAGEMENT OF SOLUTION PROVIDER FOR END TO END MANAGEMENT OF CREDIT CARD SOLUTION & OPERATIONS FOR FIVE YEARS, UNDER OPEX MODEL.

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

### Bid Collection and Submission

Tender Reference number	<b>RFP022020</b>
Price of Tender Copy	17,700/- (including GST)
Date of commencement of sale of tender document	13/05/2020
Last Date of sale of tender document	09/06/2020 up to 14.00 hours
Queries to be mailed by	20/05/2020 up to 16.00 hours
Pre-Bid meeting with Bidders	27/05/2020 at 16.00 hours
Last Date and Time for receipts of tender offers	09/06/2020 up to 14.00 hours
Time and Date of Opening of technical bids	09/06/2020 at 15.30 hours
Place of Opening tender offers	Bank of Maharashtra Information Technology Department Head Office, 1501, Lokmangal, Shivajinagar, Pune – 411 005.
Address of Communication	As above
Earnest Money Deposit	Rs. 25,00,000/-
Contact Telephone Numbers	Phone : 020 – 27735335 020 - 27735346
E mail ID	<a href="mailto:md.kareem@mahabank.co.in">md.kareem@mahabank.co.in</a> <a href="mailto:gaurav.kumar1@mahabank.co.in">gaurav.kumar1@mahabank.co.in</a> <a href="mailto:cmities@mahabank.co.in">cmities@mahabank.co.in</a>

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

Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre bid meeting on above date and time at Bank of Maharashtra, Head Office, Pune (in case of exigency, Bank may conduct Pre-bid meeting through Alternate online channel). In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response. However, in order to participate in the pre-bid meeting, that tender document must be purchased by the prospective bidder.





Earnest Money Deposit must accompany all tender offer document 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 and its Annexures.

**General Manager  
Information Technology**





## Acronyms used

MSME- Micro Small Medium Enterprise  
ATM- Automated teller machine  
DC- Data Center  
DR- Disaster Recovery Site  
VISA- Visa International Services Association  
IST- Information Switching Technology  
VAP- Visa Net Access Point  
RDBMS- Relational Database Management System  
POS- Point of Sale  
VSAT- Very Small Aperture Terminal  
EMV- Euro Master VISA  
NFC- Near Field Communication  
UIDAI- Unique Identification Authority of India  
CKYCR- Central KYC Register  
NPA- Non Performing Assets  
SMA- Special Mention Account  
IP- Internet Protocol  
EMI- Equal Monthly Installment  
MCC- Merchant Category Code  
PCI-DSS- Payment Card Industry- Data Security Standard  
OWASP- Open Web Application Security Project  
ZO- Zonal Office  
MIS- Management Information System  
API- Application Programmable Interface  
ADC- Alternate Delivery Channel  
NPCI- National Payment Corporation of India  
EAS- Extended Access Server  
MIP- Member Interface Processor  
CNP- Card Not Present  
LDAP- Light Weight Directory Access Protocol  
EMD- Earnest Money Deposit  
AMC- Annual Maintenance Contract  
ATS- Annual Technical Support  
EDWBI- Enterprise Data Warehousing and Business Intelligent  
IB- Internet Banking  
MB- Mobile Banking  
LLMS- Loan Lifecycle Management System  
EWS- Early Warning Signal





## About Bank of Maharashtra

Bank of Maharashtra is a nationalized Bank serving the nation for over 85 years. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office, The Head Office of the Bank is at 1501, Shivajinagar, Pune – 411005

The Bank has over 1833 branches and 1851 ATMs across the length and breadth of the country. In the state of Maharashtra, the bank has 1100+ branches, the largest network of branches by any Public Sector Bank in a state.

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

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

## 1. Instructions to bidders

### 1.1. Two Bid System Tender

Technical Bid and Commercial Bid must be submitted properly filed with indexing 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.**

#### Bank's address

The Deputy General Manager  
Information Technology Dept, 3<sup>rd</sup> Floor  
Bank of Maharashtra  
"Lokmangal", 1501, Shivajinagar,  
Pune – 411005

Following officers have been authorized to accept the tender documents

1. Mohammed Kareem Ansari, Manager- IT - Head Office Pune
2. Saikat Das, Manager- IT - Head Office Pune
3. Gaurav Kumar, Sr. Manager-IT- Head office Pune
4. Dipak Nil, Sr. Manager- IT- Head office Pune

**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

All Formats and Annexures should be stamped and signed by an authorized official of the bidder's company.

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





### ENVELOPE-I (Technical bid):

The Technical bid should be complete in all respects and contain all information asked for, except prices. 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/Pen drive 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.

### ENVELOPE-II (Commercial bid):

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A photocopy of the Commercial Bid duly masking the prices be submitted along with the Technical Bid.

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

These two envelopes containing the Technical bid and Commercial bid should be **separately** submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

If Bank opts for Reverse Auction, the Commercial Bids will not be opened.

## 1.2. Qualification Criteria

The bidders, who fulfill all the qualifications mentioned in “qualification criteria” of the tender, will only be eligible for further process i.e. technical evaluation.

## 1.3. Technical evaluation

Bank of Maharashtra shall undertake detailed scrutiny of the offers to determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. The bidders have to demonstrate the features of the product offered to the bank either onsite or offsite as part of technical evaluation. The formats for technical evaluation is enclosed vide **Annexure-C**. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents.

## 1.4. Commercial evaluation

Bank of Maharashtra will open and scrutinize the commercial offers of the technically qualified bidders only. The Commercial bids will have to be submitted in the format as per **Annexure-F**. Commercial bids should not have any alteration or overwriting. The bank may





reject or load the financial implication of any alteration, if found into the commercial bid submitted by the respective bidder. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial bid is found to be blank and not filled with any amount, then it shall be considered as zero and the same will be offered to the Bank free of any charges.

Bank of Maharashtra will consider the TCO (Total Cost of Ownership) for the purpose of price comparisons given by the bidders on the figures in the **Annexure-F**.

### 1.5. Terms and Conditions

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

### Non-transferable Tender

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

### 1.6. Soft Copy of Tender document

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

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

Bidder shall bear all its costs associated with or relating to preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations and presentations which may be required by the Bank or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the bid, regardless of the conduct or outcome of the Bidding process.

Procurements for MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP shall be eligible to bid for this RFP. Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs. Applicable guidelines for PPP-MII Public Procurement (Preference to Make in India), Order 2017 shall be applicable to eligible bidders.





### 1.7. Offer contract Period

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

### 1.8. Address of Communication

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

**The Deputy General Manager  
Information Technology Dept.,  
Bank of Maharashtra  
Head Office, "Lokmangal"  
1501, Shivaji Nagar,  
Pune – 411005.**





## 2. Objective

- 2.1 Bank of Maharashtra issues this Request for Proposal (RFP) to identify a suitable Solution Provider End to End Management of Credit card solution & operations for five years Period under Opex Model. The Solution Provider is to be PCI-DSS compliant (as per the latest standards i.e. 3.0 or later for PCI DSS), certified by VISA, Mastercard, NPCI, complying with all RBI & Government guidelines with regard to the Payment & Settlement Systems as Third Party Processors, offering end to end Credit Card Solution for maintenance of Bank of Maharashtra Credit Card Products.
- 2.2 Bank proposes to procure Solution & Services for end-to-end Credit Card Operation Management on Outsourced-OPEX Model that can be accessed by its Customers & Staff at its Branches, Offices and/or any third party service provider of the Bank.
- 2.3 The requirement numbers mentioned anywhere in the RFP is indicative and shall not be treated as a commitment from the Bank.

The Bank would be issuing Credit Cards to its customers across the country. The selected service provider should provide all such services as required for VISA, MasterCard, Rupay credit cards. All hardware, systems and processes should follow the best practices available in the industry and should be certified by VISA/MasterCard/NPCI, wherever mandated. The Bank reserves the right to co-brand and issue credit cards on behalf of other Banks / institutions and the prices quoted will be applicable for such co-branded cards / any other card variants. Also, all terms and conditions of the contract in force will be applicable for such co-branding of cards. If it involves connectivity to third party systems, customization and implementation of connectivity to third party system would be on mutually agreed terms.

The Bidder should have the capability of issuing Chip based / Contactless Cards and any other new Card technology that may come up in future.

Among the below mentioned Scope of work, Bank may, at its full discretion, choose to avail all services or part thereof. Such decision may be advised by the Bank in the course of the project.





### 3. Scope of Work

Bank of Maharashtra intends to outsource end-to-end Credit Card Management on Outsourced model i.e. the solution hosted from Bidder's DC & DR (within India). A description of the envisaged scope is enumerated as under. Successful bidder shall provide end-to-end Credit Card Management Solution as per the scope of work and Bank's requirement for entire lifecycle of the Credit Card and its related activities, as mentioned in this RFP

The successful bidder shall deploy all the required Hardware, Software, Utilities, Tools & Manpower as required as per the scope of this RFP. The bidder is expected to supply, expose the required APIs /Interface for this purpose. Also, wherever required the Bidder has to consume the API's provided by the Bank or its sub vendors. All such cost should be borne by the Bidder, unless specified otherwise. The bidder should study the entire system, do the necessary gap analysis, prepare required work-flow for the solution and service architecture for the implementation. Wherever, Integration is necessitated with bank or Bank's authorized third party systems, the same shall be achieved through secure API/Web calls. Wherever required, the Vendor's system shall consume the API provided by the Bank or Bank's authorized systems. As the Contract is based on OPEX model, any change requirement, new requirement required by the Bank is to be done by the vendor. The Solution provided shall be fully scalable as per the Bank's growing Business requirement. The solution shall have industry standard Load balancing functionality to handle the application load. The Solution shall support Network Specific Static Password (like Verified by VISA) and other Second Factor Authentication required by the bank. Any new features, functionalities introduced by Card Networks shall be provided by the vendor with all the applicable use cases, as per the mutually agreeable Timelines. Likewise, any Statutory Guidelines by Card networks, Regulators, Government shall be provided by the Vendor. Bank at its discretion may choose to avail all or any of the functionalities mentioned in this RFP.

**As of RFP date, all the guidelines, advisories, instructions issued by Regulators, Card networks that are published in Public media or as private instruction to bank, shall be implemented, provided in the proposed Solution by the Successful Bidders for the compliance of the Bank.**

The Bidder is completely responsible for the proposed solution to meet the scope and objectives of the RFP and all addendum & corrigendum issued thereafter. The Bank assumes no responsibility for assumptions made by the Bidder. In the event the proposed solution fails to meet the Service Level Agreement (SLA) service levels and the scope and objectives of the RFP (and addendum), the Bidder will have to upgrade, modify or replace the solution at no additional cost to the Bank.

The Selected Bidder is required to ensure for adequate hardware sizing is based on the volumes for the Solution. The System should be sized to ensure that data





relating to customer master information accounts etc, will be retained online for entire life cycle. The hardware sized should be scalable and fault tolerant. The components within the server should be hot swappable or pluggable and should incur no downtime due to component failure.

The Bidder has to size the Solution covering hardware, software & services to ensure availability, scalability, redundancy and performance of the solution, and to meet technical and functional requirements as per the terms of the RFP within the time frame prescribed by the Bank.

The Bidder is expected to assist the Bank in aligning the business requirements with the application so as to enable centralization of desired business process, eliminate redundant and duplicate processes, increase operational efficiency and improve customer service.

The Bidder is also expected to identify the current state gaps between the procedures and practices followed by the Bank with the Credit Card Solution being implemented and get the same reviewed and approved by the Bank. The Bidder needs to provide all statutory and regulatory functionality & reports as required by the regulatory institutions. The Bank will not pay any additional customization costs either for gaps observed and/or gaps observed for statutory or regulatory reports as required by the Bank.

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

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

Selected Bidder is required to consider the Functional & Technical Support of the Entire Solution and related application software for the period of contract.

As part of the Solution, Services and support to be provided by the bidder are mentioned under Scope of Work. For the understanding of the bidders, only the major activities are described. Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service, which is essential for the project that is not explicitly mentioned in this RFP as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional costs to the Bank. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.





The Bank expressly stipulates the Bidder's selection under this RFP is on the express understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The Bidder shall be required to undertake such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Bank.

The Bidder shall note that irrespective of the availability of features and functionality mentioned in this RFP, if chosen as successful Bidder and on the requirement of the bank, the bidder should develop and provide the functionalities as required, with no additional cost to the Bank.

### **3.1. Technical Architecture of Credit Card operations**

The Bank has established an ATM switch. The bidder should provide the Credit Card processing setup and Authorization Host with VAP (VisaNet Access Point/EAS(Extended Access Server and other portal agencies of respective card network. The Bidder's switch in turn will have connectivity to the entire ATMs/ POS Terminals/ Payment Gateway under VISA/Master/NPCI network. The Bank also intends to connect selected Bidder's infrastructure facility to the Bank's ATM switch and Core Banking through a suitable communication medium such as Leased line / Fibre etc. for round the clock connectivity. The selected Bidder would be required to understand the requirement, arrive at a suitable and secured network infrastructure required for smooth communication with the Bank. The Successful bidder is required to establish such connectivity with the Bank on their own expenses and the same is to be scaled-up as per the growing business requirements.

The Bank also desires that the selected Bidder should provide services of VISA, Master, RuPay certified Credit Card Management Services for Magnetic, EMV& NFC, NCMC cards, including multiple BINs of the same card association for Credit Card operations. Apart from these two networks, in future, Bank may intend to provide credit Card Services with other Card networks also and such requirement shall be provided by the Successful bidder with no additional cost. Any fees, charges payable to Card networks will be paid by the Bank or it will be reimbursed to the bidder on submission of actual invoices or applicable documental evidences to the bank.

### **3.2. Connectivity with VISA, MasterCard & NPCI, Certification and related Services.**

Applicable connectivity with Card networks like VISA, MasterCard, NPCI & Other networks is to be done by the Bidder. Applicable certification expenses/charges raised by Card Networks will be borne by the bank at actuals. The successful Bidder need to provide the actual invoice or other applicable documents raised by the Card Networks.





### 3.3. Credit Card Host, SWITCH & Authorization Processing

The Bidder need to provide Credit Card Host, Switching and Card Authorization services, as part of their solution. This includes

- Transaction authorization Services with applicable Card networks. (Presently the Bank will issue Credit Cards through VISA and NPCI and may tie-up with other Card networks also.)
- Validating the transaction in real-time as per Regulator, Card Network or Bank's Guidelines.
- Access Control Services (ACS) like Sending and validating One Time Password (3D Secure, Verified by VISA, MasterCard, RuPay PaySecure or applicable Card validation methods stipulated by respective Card networks) for both domestic and International numbers as per Regulator, Card Network Guidelines and Bank's Requirement.
- Bank may prefer to send the OTP, Transaction alert through SMS or E-mail ID of the Customer's or both.

The bidder should provide the Credit Card processing setup and Authorization Host with VAP (VisaNet Access Point)/ EAS (Extended Access Server) and other portal agencies of respective Card Networks.

All required charges for VISA, MasterCard, RuPay certification for the vendor shall be borne by the Bank (at actual). The cost for installing and operating the authorization host and other systems, VAP/EAS & MIP/NPCI charges and up-gradation of Successful Bidder's switch and infrastructure from time to time to meet out specifications and requirements raised by VISA, MasterCard, RuPay and regulatory bodies etc. shall be borne by the Bidder. Issuer specific network fees and charges will be borne by the Bank. The same holds good for any new cards that will be launched by the bank.

The solution shall provide additional factor of authentication for Card Not Present transactions (CNP) through OTP over SMS, IVR, e-mail etc. with all prescribed security measures as per regulatory/Network guidelines.

All the Card/PIN related service requests should made be available as a Self Service Module with proper authorization/two-factor authentication taking care of safety, security and confidentiality. Bidders API will be consumed by the Bank's Internet and Mobile Banking portal for card / PIN related services. The ownership of Two Factor Validation for these services shall be agreed upon during implementation phase.

### 3.4. Dispute & Grievance Redressal Module





The Bidder need to provide a dedicated portal for Dispute & Grievance module for addressing the Customer disputes and fraudulent transactions as per extant guidelines of Regulator and card networks. The Bidder's solution should provide the end-to-end Dispute Redressal & Management of Dispute redressal and management of the same and tacking the request through its entire lifecycle. To manage, monitor the Dispute redressal activities, a dedicated portal shall be provided to the Bank and Bank's Contact Centre. This portal shall be PCI & OWASP compliant. The bidder should provide the portal for entering, managing the disputes lodged across various channels. Once entered, the Bidder's team shall address and resolve those disputes as per RBI, Bank & Network guidelines. This Portal shall provide the status of all the disputes received from various sources like Mobile Banking, Internet Banking, Contact Centre, Mail, bank's Online Grievance redressal portal..etc. Hence, interfacing with Bank's such channels with this Grievance redressal portal shall be done by the bidder. The Portal shall be directly extended to below mentioned stakeholders:

**a) Bank's Contact Centre**

Customers Transaction disputes and complaints related to fraudulent/unauthorized transactions will be lodged in this portal by Bank's Contact Centre Team which shall be attended and addressed by the Bidder as per applicable timelines. Also, if required by the bank, the same shall be extended to branches and other offices. For every complaint lodged through the portal, the customer shall get SMS notification mentioning the complaint number and the expected time to get it resolved

**b) Bank's Online Grievance redressal System**

It is a Self-service portal available over internet where the customer can lodge their grievances related to Credit Cards to which the Bidder's Dispute & Grievance Redressal module shall be incorporated. Any complaints lodged through this portal shall be addressed by the Bidder's team. This will help the customers to directly lodge their complaints and to get the status of the same. For every complaint lodged through the portal, the customer shall get SMS notification mentioning the complaint number and the expected time to get it resolved

**c) Mobile and Internet Banking**

Applicable APIs to be shared with the Bank to integrate the Bidder's Dispute & Grievance redressal functionalities with Mobile and Internet banking. Customers are facilitated to lodge the disputes, complaints through Bank's Mobile application or Internet Banking Portal. The vendor shall share the available API's. Bank at its liberty shall ask for more functionality and customization on such interfaces which is to be provided by the Bidder at no additional cost. For every complaint lodged through the portal, the customer shall get SMS notification mentioning the complaint number and the expected time to get it resolved





#### d) **Branches & Offices**

If required by the Bank, access to the Portal shall be directly provided to Branches & Offices. For every complaint lodged through the portal, the customer shall get SMS notification mentioning the complaint number and the expected time to get it resolved. Every stage of the complaints i.e. Chargeback, Pre-arbitration, Arbitration ...etc customers shall be guided suitably for raising to the next stage through the SMS, Email itself. For example, the customer shall be provided with a facility to reply with "Yes" for escalating a dispute from Chargeback to Pre-arbitration stage and so on.

### **3.5. SMS & E-Mail Alerts**

SMS/Email Alerts need to be integrated with the Credit Card solution where on specific trigger basis appropriate SMS, Email alerts shall be pushed to customers. Such operational requirement will be shared by the Bank to the Successful bidder. The Business Scenario for triggering the SMS alerts will be provided by the Bank time-to-time.( It is expected that the Bidder's system is highly parameterized for satisfying the requirements of triggering SMS, e-Mails for customized events, so that the requirement is fulfilled in shorter span of time, without any commercials). Also, a facility shall be provided to customers for Hotlisting and Blocking their Credit cards by responding to their Transaction alert SMS messages.

Bidder's API will be consumed by Bank's Internet and Mobile Banking for updation of Phone or E-mail ID's.

The Successful Bidder needs to send SMS/Email Alerts which shall be executed based on triggers and to be pushed to customers. The Business Scenario for triggering the SMS/Email alerts will be provided by the Bank time-to-time. The Bidder's solution shall be capable of pushing Email/SMS as per Bank's Business rules. During Dispute & Grievance Redressal SMS & Email alerts are sent on every stage so that the customers are not required to contact Branch or Contact Centre. Such seamless notification services are expected from the bidder.

SMS and e-Mail Gateway will be provided by the Bank's vendor. The bidder needs to have their interface with Bank's SMS and e-Mail gateway solution for seamlessly sending the alerts, messages. The E-Mail statements shall be password protected as required by the bank. The Password format shall be configurable as per the requirement of the Bank.

The Bidder's Solution should provide configurable event-based SMS & Email alerts sending facility for all card related transactions (financial & non-financial) including to international number for NRI customers, billing information, delinquency, payments (including part payment) and other events as decided by the Bank. The scenarios, events that triggers the SMS & Mail alerts shall be decided by the bank and may be updated as per the Business requirement.





Bank may envisage sending the alerts through WhatsApp by consuming their API and other such social media. Integration for the same has to be done by the Bidder, at no additional cost.

### 3.6. API Interfaces

All the portals provided to the bank, API interfaces and communications shall be in TLS (Transport Layer Security) Standard. The TLS standard shall be upgraded time-to-time as and when available.

The Self Service Request to be made available to the customers through various Delivery Channels including Internet Banking, Mobile Banking, Social Media etc. Bidder should expose relevant APIs and integrate with Bank's Digital Channels for the implementation.

Complete user's activity logging for audit trails including APIs/Interfaces extended to 3<sup>rd</sup> party application/users with necessary information should be mandatorily captured and recorded.

Such information should be made available in readable forms as Date Range MIS & Customizable Reports etc. as and when demanded by the Bank.

- a) The Solution shall be API Driven on every module, activity and function. Wherever required, the Vendor shall be in a position to readily share the API's within 15 working days with suitable customization as required by the Bank. (The Customization will follow SDLC lifecycle and dates will be provided based on efforts and aligned to a release calendar). Efforts for any future testing and customization will be charged to the bank.
- b) Each and every API shared among the applications shall have a security mechanism to authenticate and identify the other application. For example, along with the API parameter, an encrypted key shall be passed, which shall be decrypted by the consuming application for using the API. Or, any other Best practice shall be followed by the bidder for securely transmitting the data.
- c) All the APIs that are required for integrating the Credit Card solution with the Bank's System or with the Third Party Solution of the Bank is to be provided by the bidder without any additional cost.
- d) All the modules should be tightly integrated and can be plugged in as and when required.
- e) Likewise, any API provided by the Bank or its stake holders for the purpose of integrating with the Vendor's Solution from the Bank system or Vice-versa is to be accepted and consumed by the Bidder's Solution. (Bank will adhere to the Bidder's Standard Message format. However, as per Bank's requirement, if any security or value added feature is suggested, the same shall be accepted by the bidder).
- f) Wherever applicable and as required by the Bank, the Bidder's system shall use the Single Sign-on facility by interfacing with Bank so that the Bank staff's, customers continue to use their existing credentials for logging in to the proposed system.





- g) All the API interfaces, Web portal and the solution provided by the bidder shall be in compliant with OWASP guidelines and the data that is transmitted through the API or any other means between the Bank, Bidder's system and any other stakeholder shall be encrypted securely. The data that is being shared through API, shall be compliant with PCI norms. The Bidder need to suitably guide the Bank in adhering to these guidelines.
- h) The Bank will share the information to Bidder required for running the solution in "Need-to-Know" basis only. Hence, if required by the Bank, the Bidder is required to provide justification for their Data requirement.
- i) Bank during the period of the contract, based on its technical and functional requirements may intend to add additional third party application and interfaces to the Credit Card, Collections Management Solution. Bidder has to extend all necessary support and assistance for addition to the Solution with the required third party applications and interfaces desired by the Bank under Change Request (CR).
- j) Bank expects that the integration/interface architecture is based around industry best practices. The selected Bidder will be responsible for identifying the detailed interface requirements for integrating the proposed packages to the existing systems of the Bank or its Stake holder's systems for all functionalities as mentioned in this RFP.
- k) The Bidder will be responsible for developing, testing and maintaining the interfaces. When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.
- l) The Bidder must ensure that all applicable interfaces are automated with no manual intervention required for their successful operation on an on-going basis.
- m) The Bidder must ensure to incorporate all necessary security & control features within the application, operating system, database, etc. so as to maintain integrity and confidentiality of data at all times.
- n) As part of the Solution, the Bidder to provide interfaces for the below mentioned Requirements:
  - 1. Interface with Bank's Card System.
  - 2. Interface with Bank's MI/analytics Systems.
  - 3. Interface with Bank's Anti Money Laundering System.
  - 4. Interface with Bank's Risk Management Solution.
  - 5. Interface with Bank's Core Banking System.
  - 6. Interface with Bank's LLMS/EWS Systems.
  - 7. Providing a dedicated web portal to Bank and Bank's Contact Centre for addressing Customer queries and Disputes.
    - For managing the disputes, a dedicated web portal is required to be provided to bank's contact Centre. The same portal will also have accessed by bank's back office and branches also.
    - For handling the disputes through Mobile, internet banking and other channels appropriate integration shall be provided.
  - 8. Interface Credit Rating Agencies with Bank's Authorized Third Party applications, portals like Card Personalization Vendor, Loyalty Program Vendors, Co-Branded tie-ups, Bank's partnered merchants, Credit Bureaus, Aadhaar/PAN Verification portal etc.





### 3.7. BBPS (Bharat Bill Payment Service)

Bank may prefer to use the applicable use cases of BBPS. The same shall be implemented by the Bidder.

### 3.8. Secured file transfer protocol (SFTP)

The Bidder shall provide SFTP for transfer of Data with the Bank. The SFTP shall be established through dedicated Leased Line provided and Managed by the Bidder. The Leased line shall have the minimum bandwidth of 16 Mbps and shall be upgraded as per the growing volumes, transaction of the business. The Server shall be hosted at Bidder's DC-DR. This would include various files for processing and also daily and periodic reports as needed by the Bank.

### 3.9. Real time Fraud Risk Management (FRM) Module that is tightly integrated with Bidder's Credit Card Authorization Module & SWITCH.

The Successful Bidder shall provide Fraud Management Solution that is tightly integrated with their Credit card SWITCH, Host and Card Authorization Module. As part of the services, the Bidder, based on his experience shall provide Best Industry Practice, in-line with Card Network guidelines. The bank will share its requirement which shall be implemented by the Bidder in their FRM Solution. As per the Bank's requirement the FRM module shall decline the transactions or generates the alert for Bank's review.

Bank is in process of implementing the EFRMS solution. Bidder shall integrate its FRM solution with Bank's EFRMS solution.

The Bidders FRM solution shall have real-time Transaction monitoring capability that monitors the transaction on the configured rules. The rules shall be configured based on

- Demography,
- Transaction Type (Magstripe, EMV, Contactless, Authenticated by OTP, Fallback transaction, Transaction authenticated by Static Password...etc),
- Transaction Amount,
- Customer Type (VIP, Classic, Staff, Corporate, Gold...etc)
- Country, City, Location, PIN Code. (Note: The system shall have intelligence on identifying the synonymous City names. Like "Delhi & New Delhi", "Poona & Pune", "Bangalore & Bengaluru" shall be treated as same city).
- Date - Time,
- Transaction Originating IP's (Internet Protocol),
- Transaction Count,
- Transaction Channels (ATM, POS, E-Commerce...etc).
- Merchant Category Code & Merchant Category Type.





When matched with the rules, the transaction shall be declined in real time or alerted to respective customers through SMS and E-Mail. Facility to generate alerts and to write in table or reports (as required by the bank) in Real-time basis based on the configured rules. Such SMS alerts shall be delivered to International numbers also. On Bank's input, respective rules shall be configured by the vendor. Based on certain rule criteria's, the Bank may prefer to make dynamic calling through its contact centre to its customers for which applicable API's, interfaces shall be provided by the successful bidder. Based on the FRM alerts, the Bidder is required to provide analytical reports to the Bank and shall suggest the bank with further guidelines that shall secure customer's transaction.

### 3.10. Card Management System

The Bidder shall use their Card Management System for the management of the solution. The Bidder shall extend their system or provide a dedicated dashboard/portal to Bank for generating real time MIS reports as required by the Business. The portal shall also be integrated with Bidder's host / Authorization system for providing the services like Transaction details, Transaction status, Card status, List of Cards issued, Billing Statements related. etc. The Bidder's Card Management System shall be interfaced with Bank's Card Origination System for the generation of Cards through Straight Through Processing (STP). For example, the bank may intend to issue instant virtual Credit Cards to Pre-Approved Category of Customers. Bank's Card Origination System will expose its interface to customers for getting their inputs. On successful validation of Card Origination System, the information will flow to Bidder's Card Management System which shall generate the Cards and to send the response back to the customer. In an ideal scenario the entire workflow shall be completed within 2 minutes.

The Bidder shall extend their Card Management System services to customers through a dedicated Internet portal for enabling the customers to:

1. Applying for Photo Credit Card (Full Image based) with options of Customer specific images and Bank approved images. While uploading or choosing an image, the customer shall be facilitated to Move, resize, crop, increase-decrease the Brightness, (With or Without Aspect ratio locked)
2. Applying for Personalized Card with Photo upload Feature this shall be further extended to Bank's Internet and Mobile Banking applications.

The Bidder's Card Management System shall be interfaced with Bank's Card Personalization vendor for printing Physical PINs.

It shall be specifically noted that the Bank is having short term contract with Contact Centre, Card Personalization, Loyalty Program vendors...etc and whenever the Bank's vendors are changed, the Bidder is required to provide & accept interface with/from them with no additional cost.





### 3.11. NPA Management

The Bidder needs to provide NPA Management services to classify the accounts with NPA standards stipulated by RBI. The Bidder's solution shall have the integration with Credit Rating agencies and the Credit Card accounts that were marked as NPA shall be directly reported to them. Also, when a customer closes the NPA, the same shall be removed from the Credit Rating agencies, automatically. Bidder's NPA module shall be integrated with Bank's Core Banking Systems and Card Origination System for reporting the NPA's.

Generation of related MIS, including regulatory reports shall be provided as per the Bank's Business Rule. For example, based on the Bank's Business Rule, the account shall be classified like Normal, SMA-1, SMA-2, NPA...etc. The vendor need to provide required integration with Bank's System in seamlessly providing/transmitting the Credit Card Data, Reports to the Bank. Eg: Capital Assessment Management (CAM) data as per RBI prescribed Guidelines. If required, the system shall be integrated with CIBIL and other rating agencies, Government Establishments etc. Daily ageing analysis for delinquent accounts and Date Past Due (DPD) Management shall also be provided by the Vendor.

### 3.12. Self-Care Customer Portal

The Successful Bidder is required to integrate the Customer's Credit card details with their respective Core Banking System Customer ID (CIF) & Account Number. On completion of credit card deployment, the credit Card Services shall be extended to Bank's Internet & Mobile Banking. Till such time, the vendor shall provide a Self-Service portal for Bank's Customers for managing their Credit Card related activities on their own. The Portal shall be in compliance with PCI and OWASP (Open Web Application Security Project) guidelines. When Integrated with Bank's Internet Banking System, all the features that are available in the Self Care Portal shall also be made available in Bank's Internet Banking System also.

In Self-Care Portal, the bidder is required to provide the functionalities as mentioned in "Integration with Internet & Mobile Banking"

### 3.13. Issuance of Credit Cards with Transaction Reconciliation & Settlement

The Bidder needs to issue Credit cards banks existing and new customers. Transaction reconciliation is to be done on T+1 basis or as stipulated by RBI, Card Networks. The Bidder shall provide the reconciled transaction & settlement details to the Bank on daily basis. Bidder's solution shall be certified and seamlessly integrated with Card network's proprietary portals like VISA-VROL (VISA Resolve Online) and other respective portals as applicable.

**Credit card Payments through CBS:** Reconciliation of Payment Data against CBS will be done by the Bank and the reconciled reports will be shared with the Vendor. The vendor is required to appropriate the payments to respective Credit cards.

**Credit Card Transactions:** The vendor needs to provide the reconciled transaction report to the bank on T+1 basis( or as advised by RBI and respective





card networks) in the bank's specific format. The bank will settle the amount to respective card networks directly.

### **3.14. Integration with Bank's Core Banking System (CBS) and LLMS:**

The solution shall be seamlessly integrated with Bank's CBS for seamless operation and management of Credit Cards. Below mentioned functionality shall be integrated in Bank's CBS/ LLMS.

1. Account Summary
2. Card status, limit
3. History of Cards issued, activated, Hotlisted, replaced etc.
4. Support to Credit Card Payment from bank's GL through CBS in real time, so that the customer can pay their Credit Cards dues through their branch and re-use their Card limit immediately.
5. Statements (Viewing and Exporting)
  - i. Current Statement
  - ii. Last Statement
  - iii. Past statements (Right from the beginning of the Cards. No limit)
6. Temporary Block / Un Block
7. Permanent Hotlisting
8. Enabling / Disabling Transactions for
  - i. ATM Withdrawal
  - ii. Online Transactions
  - iii. POS Transactions
9. Enabling / Disabling International Transactions
10. Registering, modifying, cancelling Standing Instruction feature.
11. Linking/De-linking the Customer IDs and Account Numbers.
12. Real-time updation of Address, Mobile & Email ID from CBS to Bidder's System.

The Successful Bidder is required to integrate the Customer's Credit card details with their respective Core Banking Customer ID (CIF) & Account Number. The Bidder shall provide the interfaces for enabling the customers to make credit Card payments through IMPS, NEFT, BBPS & UPI.

### **3.15. Dedicated portal for Contact Centre**

The Bank has a multi-lingual Contact Centre providing round the clock customer support with the facility of IVR, voice based Agents, online chat, etc. The Successful Bidder shall provide a dedicated and secured web portal to Bank and Bank's Contact centre as required for addressing and resolving the customer queries, issues & Service requests.

The portal shall be upgraded as on when new functionality and features implemented in the Credit Card Solution. The portal shall feature role based functionality and shall be highly configurable.

The Bidder has to provide a Contact Centre interface for integration with Bank's Contact Centre through interface/API/ covering the QRCF (Queries, Requests, Complaints and Feedback) for all Credit Card related issues.





Customer Service Agents at Contact Centre through the web based portal interface (by the bidder) will resolve customer's issues/problems over phone, Mail. For Transaction Dispute Redressal Bank's contact Centre team will lodge customer issues in the portal which shall be redressed by the Bidder's team.

The Bidder shall initially train the Bank's Contact Centre Team leaders (Train the Trainer) about imparting the product knowledge, Operational guidelines etc. Whenever, any new project or change of procedure is implemented the same shall be trained to Bank's Contact Centre staffs. Relevant Power point presentations, user manuals shall be shared with Bank's Contact Centre Team. The training shall be done through Video conferencing facilities of the Bidder.

The Portal shall also be integrated with Bank's Mobile and Internet Banking where the customers can see their disputes, Service Request status. The portal shall also be integrated with Bank's vendor SMS & Email gateway, as and when any complaints, queries, service request lodged by the customers, they shall get status alert in their Mail and SMS. Required Connectivity with the Bank's Contact Centre (Pune) shall be established and maintained by the Bidder. The connectivity shall be with minimum bandwidth of 16 Mbps and shall be upgraded as and when required.

Bank intends to implement below mentioned functionality through IVR (Integrated Voice Response System) of its Contact centre. Applicable interface / support to be provided by the Bidder.

- Hotlist of Credit Card
- Temporary Block or Un Block of Credit Card
- Green Pin Generation
- Change PIN of credit card
- Enable/Disable of International transaction
- Information about payment due date and amount of credit card
  - Current Limit:
  - Outstanding Balance:
  - Payment Due Date:
  - Minimum Amount Due:
  - Total Amount Due:
  - Last Payment Received Details.
  - Getting above details through SMS/Email of the above.
  - Duplicate Physical Statement Request.
  - Duplicate E-Mail Statement Request.
- Track status of application of new card
- ☐ Limit modification under Sanctioned Limit.
- Request for Limit Enhancement

Other functionalities:

- Request for replacement of Credit card in case of loss/theft/misplacement
- Information about credit card fees and charges
- Getting the Card Balance, Minimum Payment Due, Total Payment Due, Last made Payment...etc. The same shall be informed to customers over SMS also.





- Addressing and resolving Customer queries related to Credit Cards
- Addressing and resolving Customer Disputes pertaining to their Credit card.

### 3.16. Integration with Mobile & Internet Banking

Bank is having its Mobile and Internet Banking platforms. The Bidder needs to provide the APIs and Interfaces required for servicing the customers through Bank's Mobile & Internet Banking channels to the entirety of Credit Card Operations. List of Services that the Bank intend to offer through Mobile and Internet Banking for which applicable interface is to be done by the bidder.

1. Account Summary
2. Credit Card Payment through Payment Gateway and the payments shall be made in real time so that the customer can re-use the limit immediately.
3. Statements (Viewing and Exporting to PDF, Excel)
  - I. Unbilled Transaction
  - II. Last Statement
  - III. Past statements (Right from the beginning of the Card issuance)
4. Balance transfer
5. Bharat QR (Scan & Pay) (For mobile application only)
6. Convert to EMI
7. Closure of EMI
8. Pre-Closure of EMI
9. Temporary Block / Un Block
10. Permanent Hotlisting
  - a. Applying for new card against the Hotlisted Credit card.
11. Resetting the Credit Card PIN
12. Enabling / Disabling Transactions for
  - a) ATM Withdrawal
  - b) Online Transactions
  - c) POS Transactions
13. Enabling / Disabling International Transactions
  - a) International Transaction shall be enabled with optional End Date. Once the End date is reached, the Card shall automatically convert for Domestic usage.
  - b) For international transactions, there shall be a provision to mention specific amount (under the sanctioned limit) which shall be maintained for International Transactions.
14. Managing the Credit Card limit under the sanctioned limit.
15. Limit Management (Domestic/ International, sub categorized with Digital Channels like ATM, POS & e-Commerce)
16. Request for Enhancement, Downgrade of Limit.
17. Registering, modifying, cancelling Standing Instruction feature.
18. Submit Request for another variant of Credit Card.
19. Request for enhancement in Credit Card Limit
20. Update mail ID & Other KYC Details.
21. Link customer Bank Account Number after validation.
22. New Credit Card user, Self-Signup functionality.
23. Whitelisting / Blacklisting transaction to certain MCC Codes and MCC Types.

All applicable functionalities of Credit Card shall be provided for the integration with Bank's Mobile and Internet Banking applications. In Mobile, Internet Banking





application, if the customer clicks on a transaction, in the next page, they shall be able to see the detailed information of the Transaction but not limited to:

- Transaction Reference Number.
- Full details of the Merchant, Merchant Category
- Transaction Date-Time
- Transaction Type: Domestic or International
- Transaction Location details, ATM ID, Bank Name etc.
- Remarks, if any
- Applicable Fee details like GST, Currency conversion fee etc.
- Apart from the above mentioned information there shall be an option to mark the transaction as failure and for raising disputes.
- Apart from the above mentioned information there shall be an option to mark the transaction as Fraudulent and for lodging complaint.

### **3.17. Integration with Bank's MIS and Data Analytics Systems**

The Bidder's solution needs to be closely integrated with Bank's MIS. The integration shall also be done for the future related projects of the Bank such as Enterprise data warehouse systems, Business Intelligence Systems & Data Lake so that the Bank can generate the reports as and when required. The data replication in Bank's system shall happen in real-time or in near real-time. Applicable Knowledge transfer like Solution's Data format, mnemonic Details, Data flow shall be provided by the Bidder.

### **3.18. Integration with Bank's Payment Aggregator**

The Bank is having tie-up with various Payment aggregators to which the Credit Card Bill payment shall be integrated. As soon as the customers paying their Credit Card bills, their Credit Limit is to be released (to the extent).

### **3.19. Interfacing with Bank's ATM SWITCH for enabling the customers to change their Credit Card PIN through Bank's ATM network (Optional)**

Bidders system will interface with Bank's SWITCH for enabling the Bank's customers to generate and change their Credit Card PIN through Bank of Maharashtra's ATMs.

### **3.20. Integration with any other third party service provider**

The Bidder shall provide & accept integration with any other third party service provider hired by Bank related to credit card business, as and when required, without any additional cost.

### **3.21. Implementing Card Account Number / Card Reference Number.**

It is required to implement Card account number, card Reference Number which will also identify the card. The same shall be part of Reconciliation, Dispute Redressal and other required processes. Also, it shall be featured in all relevant applications with required functionality as applicable. This will help the Bank in interacting with the customers without asking for Card numbers.





### 3.22. Generation and Dispatch of Monthly Billing Statement:

The Selected Bidder is required to manage the billing and dispatch of the card statement. The card statement shall be dispatched through 'Bill Mail Service' of India Post/Courier Service Provider authorized by the Bank and/or e-mail supported by SMS Alerts. The cardholder shall also be facilitated to generate card statement through on-line portal. The e-mail statement should be in PDF format and password protected. The Selected Bidder should provide an option to the customer to choose sending soft copy (e-mail) or hard copy or both (soft copy and hard copy) of statement for any cardholder/s at any point of time without any additional cost to the Bank. The cost of courier/postal services shall be borne by the Bank in actuals.

The bank will provide the Stationary Collaterals in which the Monthly Statement, Welcome letters, Activation Vouchers, Marketing Collaterals...etc shall be printed and dispatched. The Bidder's solution shall be flexible enough to accommodate the changes in the Stationary formats.

### 3.23. Corporate Credit Card

The Corporate Credit Card Solution shall enable the bank for issuance and end-to-end management of Corporate Credit Cards. For Corporate Account Admin, a dedicated login to be given for the Corporate Administrator wherein they can issue and manage the operations of Corporate Credit Cards issued to their employees. Also, there shall be an option to generate Individual Card-wise Statement and Corporate Account-wise Statement (Corporate Liability). Further, the Corporate user shall be enabled with below mentioned features but not limited to,

1. Issue Credit Card, Personalized and Non-Personalized, with additional embossing of Corporate name.
2. Track Credit Card Transit Movement. (Courier Tracking)
3. Activate the Card (If Bank wants to delegate to Corporate admin)
4. Block/UnBlock the Cards
5. Hotlist the Cards
6. Increase / Decrease the Credit Card limits.
7. Generate Statements (Single Corporate Account Statement and Sub Account statement)
8. Make Consolidate Credit Card Payments for the cards issued to all of their employees.
9. Make individual Credit Card Payment for any specific Credit Card of their employees.
10. Enable, Disable Transaction in specific Channels (Like ATM Withdrawal, POS, E-Commerce).
11. Enable / Disable International Transactions.
12. Whitelisting / Blacklisting transaction to certain MCC Codes and MCC Types.
13. Create a Customized group of Accounts and to enable, disable them for International Transactions.
14. Create a Customized group of Accounts and to enable, disable them for Specific Transaction Channels.
15. Create a Customized group of Accounts and to enable, disable them to Whitelist / Blacklist Transaction to certain MCC Codes and MCC Types.

For the employee availed Corporate Credit cards, the features mentioned for Mobile, Self-Care Portal shall be made available as chosen by the Bank.





For managing through corporate account, mentioned facilities shall be provided through bank's corporate internet banking portal. Applicable API's of mentioned functionalities are to be provided by the bidder.

### **3.24. Issuance of EMV & Contactless Cards**

The bidder should provide EMV Chip, Contact Less, NCMC Compliant Cards and/or Virtual Credit Card as required by the Bank. The Bidder should undertake necessary changes/ modification/ up gradation/ certification as per Regulatory/ Statutory/ VISA, MasterCard, NPCI Network requirements without any additional cost to the Bank, including providing bilingual/ trilingual option if mandated by the Regulator/ statute. Bank is having tie-up with Card Manufacturing and Personalization vendor to whom the Credit Card vendor shall share the Card Emboss files for personalization and issuance. The vendor shall maintain the detailed Inventory of Credit cards of the banks. The Solution shall support issuance of below mentioned Card Types.

1. EMV cards
2. EMV Plus Contactless (NFC) Cards
3. EMV Plus Contactless (NFC) Cards with NCMC Standard, if applicable.

The Credit Card is to be generated in deactivated mode and shall be activated subsequently as per the procedural guidelines defined by the Bank.

### **3.25. Requirement of Redundant Credit Card.**

On the request of Customer, a redundant Credit Card shall be issued to them which shall be activated on Hotlisting of Existing Credit Cards. This will help the customers, who lose their card and not in a position in getting a replacement Card. (Outside India). Irrespective of Card's location, (Within or outside India), the Customer shall be facilitated to activate the Card.

### **3.26. PIN Generation, PIN Change, Hotlisting of Credit Cards. The PIN Generation option shall be provided through**

- Bank's IVR (API's to be shared to the Bank).
- Mobile Application (If required by the Bank)
- Customer Self-care Portal

The PIN Change shall be facilitated through

- Bank's IVR (API's to be shared to the Bank).
- Mobile Application (If required by the Bank)
- Customer Self-care Portal

The Hotlisting option shall be provided through

- SMS
- Mobile Application
- Internet banking
- Bank's Contact Centre (API's to be shared to the bank).
- Bank's IVR (API's to be shared to the Bank).
- Bank's Core Banking System

The bank will provide the PIN Mailer stationery required for Physical PIN Printing which shall be used by the Bidder.





### 3.27. Dispatch management including RTO (Return to Origin)

Stuffing of Credit Cards in envelopes after affixing it on welcome letter along with Most Important Terms & Conditions (MITC), User Guide and any other insertions given by the Bank. Envelopes, Stationaries and other Collaterals will be provided by the Bank.

Dispatch of Credit Card/PIN to the cardholders through the Bank's selected courier/post. Actual cost of the Courier/post shall be borne by the Bank.

Dispatch Management and RTO (Return to Origin) management shall be supported by the Bidder. The Manpower deputed at Bank shall do the RTO management as per the Bank's requirement. Bidder should coordinate with courier agencies/postal service for timely delivery of card.

The Vendor should have keep record for dispatch, track, delivery, return etc. for the Credit Cards/PIN Mailers by maintaining all precautions, safety, security and confidentiality. The vendor shall integrate their solution with bank's courier partner (Presently, India Post) for tracking the consignment. The consignment status shall be seamlessly updated in CCDMS, Customer's Mobile Application, Self-Care portal, Bank's CBS (through CBS), Bank's Contact Centre.

On every stage, updates during the transit of Card/PIN Mailer, the Courier Tracking information is to be sent to Customer through various SMS alerts. The same shall also be parallely made available in

- Mobile Banking Application,
- Customer Self-care Web Portal
- Contact Centre.

Cost of the SMS shall borne by the vendor.

If required by the Bank, Bidder should carry out the interfacing with the Courier Company selected/approved by the Bank in order to ensure smooth deliverables management. Credit Card and PIN Mailer must be sent separately as per the procedure laid by the Bank. The cost related to courier/speed post will be borne by the Bank on actuals.

### 3.28. End-to-End Transaction Handling, Billing, Payments & Collections, Reconciliation, Settlement and Dispute Redressal Solution etc.

1. The proposed solution should handle routing and processing for Credit Cards transactions through the relevant channels prevailing in the industry.
2. Credit Card payments and collections should be enabled through Bank's all channels such as CBS, Internet Banking, Mobile Banking. Further, there should be a provision to pay the bill through other Payment Mode such as NEFT/RTGS/IM PS/UPI etc., as applicable.
3. Fee generation and management and Payment appropriation management.
4. The Vendor through their manpower deputed should handle all types of Settlements, Reconciliation & Dispute Redressal activity related to Transactions & Payments to/from VISA/MasterCard/NPCI/PG and/or any other agencies involved in the specified process including but not limited to charge backs, Pre-Arbitration, Arbitration, Ombudsman, Consumer Complaints etc. as per the mechanisms set out by these agencies and the Bank.
5. Reconciliation of Auth. Files, Settlement Files etc. and reversing of unauthorized entries in card accounts.
6. Capable to modify and incorporate changes in procedures and policies, accounting and settlements in line with Bank/VISA/MasterCard/RuPay/RBI/Govt. guidelines





- etc. or as per the business requirement.
7. The solution should provide Trial Balance and card balances on daily basis.
  8. Tallying of GL, Day Book and Assets & Liabilities should be done on daily basis and report discrepancy, if any to the Bank.
  9. As part of reconciliation, the vendor shall depute required number of manpower at Bank's office for performing day-to-day routine accounting and voucher preparation activities. The vendor shall provide a dedicated portal to the Bank along with MIS reports regarding the Reconciliation and settlement shall be downloaded by the Bank.
  10. The reports shall be exported to various formats like excel, csv, text, PDF, XML & HTML. The reports shall have the Drill Down and Drill-up features.
  11. Bank Core Banking System is having Bulk execution of Transactions (GEFU). The Reconciliation and Settlement Solution provided by the vendor shall be compatible with Bank's GEFU format. Vouchers whichever required in GEFU format shall be provided by the vendor.
  12. The solution should provide the end-to-end Dispute Redressal & Management of Chargeback processing and tracking the request through its entire lifecycle. To manage, monitor the Dispute redressal activities, a dedicated portal shall be provided to the Bank. This portal shall be PCI & OWASP compliant. The bidder should provide the portal to the Bank for entering, managing and closing the disputes lodged across various channels. This interface should provide the status of all the disputes received from various sources like Mobile Banking, Internet Banking, Contact Centre, Mail, bank's Online Grievance redressal portal. .etc.
  13. The extension of the Dispute redressal portal shall be provided to the Bank's Contact Centre. Also, the same shall be integrated in Bank's Online Grievance Redressal Portal so that the complaints lodged in various sources shall be consolidated centrally and resolved. Once the Customer queries are addressed or responded, based on the event, a SMS and optionally an email alert shall be triggered to the respective customers.
  14. Architecture: Bank's Contact Centre, Chat support with branches will be in Bank's internal network. Bank's Online Grievance redressal, Customer Self-care portal, Mail, Mobile & Internal Banking will be in Internet. Complaints received from both of these networks (Internet + Internal network) shall be consolidated in Dispute portal provided by the vendor. The resolution provided through the portal shall be pushed back to its own source. (For example, a customer lodges a complaint through mobile application. Once the issue is addressed/resolved, the customer shall be notified through the same mobile application. Additionally, the complaint status shall be updated in other portals also (like Contact Centre, Online Grievance System, Customer mail id, notification through SMS, Internet Banking, Self-care portal... etc)
  15. The Successful Bidder should manage the end-to-end Dispute management of chargeback processing and tracking the request through its entire lifecycle. The bidder should provide web interface to the Bank for monitoring the disputes in the system. This interface should provide the status of all the disputes received from various sources.
  16. The Dispute Portal shall have the End-to-End features required for addressing the Disputes. Any changes, new requirements mandated by the Bank, Card networks





time-to-time shall be provided by the Vendor. Wherever applicable, the Dispute Portal shall be directly linked with respective Card network and agencies for smooth lodging of complaints.

17. The Manpower deputed at Bank shall handle the End-to-End Reconciliation and Dispute redressal activities as per the powers vested to them.

18. In customer point of view, for Dispute Redressal and Service Requests, the Customer shall be enabled to lodge complaint through any of the channels mentioned in Column (A) and shall get the feedback, status through any of the channels mentioned in column B.

Customer shall Lodge Dispute/New Service Request through (A)	Customer get feedback/status/resolution for the complaints through (B)
Self-Care Portal	Self-Care Portal, Contact Centre, Mail, Mobile Application, bank's Online Grievance Redressal Portal.
Bank's Contact Centre	
Mail	
Mobile Application	
Bank's Online Grievance Redressal Portal	

For example, a customer shall lodge a dispute through Bank's contact Centre and the resolution status shall be updated through their Mobile Application, Self-Care Portal, Online Grievance redressal portal. The customer is to be provided with unique GUI throughout the channels mentioned above. In all the cases, Customer shall receive SMS and E-mail alerts with shortened URL directing them to their Self Care Portal to the exact case. If mobile banking application is installed, then the link shall be opened by the same.

The portal provided for handling the complaints, service requests & grievances lodged through the above mentioned channels shall have uniform Graphic User Interface. Complaints lodged through these channels shall be consolidated and shall be addressed and closed by the Vendor team deputed to the Bank. The Complaints, Service Requests and grievances shall be addressed and closed as per the timeline stipulated by the Bank. Bank reserves the option to suitably change these timelines as per the Business requirement / regulators. The solution should provide functionality to send Dispute to VISA/MasterCard/NPCI dispute redressal system, as the case be.

A dashboard portal shall be provided by the vendor which shall provide the Summary of entire Credit Card solution with interactive Graphs, Charts & reports and the same shall be exported to various formats like excel, csv, text & PDF.

### 3.29. Bharat QR (Scan & Pay)

As applicable the Bidder shall provide interfaces with Bank's Mobile banking application for making transactions through Bharat QR.

### 3.30. Tokenization functionality

The tokenization functionality shall be provided for VISA, MasterCard & NPCI. The testing and certification charges payable to respective card networks will be borne by the bank directly. There shall be no specific commercial applicable for bidder





towards the implementation of the solution. Mobile application related changes will be done by the bank. Applicable API's shall be shared by the bidder.

### **3.31. UPI**

1. The solution shall accept payments through UPI
2. The Bidder's Credit Card Solution shall feature all the use cases of UPI, as applicable.

### **3.32. Secured Card (Card against Secured deposit).**

The Bidder Solution shall support issuing Credit Card against Customer's Deposit details. (During the issuance of the credit card, 'lien' will be marked in Bank's CBS through an API integration so that the deposit is not closed until the card is active).

### **3.33. Implementing EMI Module for Credit Card transactions.**

The solution should handle end to end EMI conversion and management of the Card transactions.

### **3.34. Standing Instructions**

The Solution provided by the vendor should support end-to-end management of Standing Instruction including maintenance of Mandates, generation of Standing Instruction file as per Bank's format on any given date.

### **3.35. Change of Billing Cycle.**

Bank intends to have up to Three Billing Cycle.

### **3.36. MIS Reports**

The MIS generation shall be part of the Solution. Required MIS shall be provided by the Bidder periodically as desired by the Bank.

MIS report sought by the Bank pertaining to the scope of the RFP and day-to-day Business Operations shall be provided by the vendor. All types of Status and Data movement for Card related activities should be captured through system and the Bank user shall be enabled to generate reports on their own. This would include various files for processing and also daily and periodic reports as needed by the Bank.

The Bidder should provide all the Credit Card related data/reports including Master data/reports, application data/reports, transactional data/reports, payment & settlement data/reports, dispute Redressal data/report etc. in the format specified by the Bank on periodical basis. In case of any additional data/report required by the Bank or existing formats to be modified, same shall be provided by the Vendor at no additional cost. MIS Reports shall be inclusive of descriptive Text content so that the Bank shall generate report like Customer Profile, Customer Credit Card Clearance report...etc. There shall be a facility to directly generate the report in Letter, Bank's Office Note format. Such formats will be shared by the Bank.

The bidder should provide Data Analytical Reports such as cards eligibility for limit enhancement/up-gradation as per past Transactional Data, Probable NPA Report etc. as per Bank's requirements.





All MIS/Reports should be provided through web based portal (GUI Interface) and can be downloaded preferably in MS-word/excel/pdf/any customized file format. If there is a requirement of any data in other format as required for regulatory compliance, the bidder should provide the same at no extra cost. The reports shall be exported to various formats like excel, csv, text, PDF, XML & HTML. The exported reports shall have the Drill Down and Drill-up features.

MIS reports like summary of Daily Transaction, Settlement reports, Card issuance reports etc shall be pushed to bank's SFTP on daily basis. There shall be no commercial applicable for MIS / reports.

### **3.37. Training.**

The Bidder should provide training to the Bank designated personnel as under:

- a. Vendor shall provide initial on-site training to Bank Staff at Bank's premises. Necessary training/reference Manuals, Write-ups, Videos and Presentations etc. should be provided by the bidder.
- b. Bidder should also arrange to provide the training at the locations of Bank's Contact Centre (on Train the Trainer) for Bank's Contact Centre Agents. The training should cover entire Credit Card Operation and its Support Activity. The relevant FAQ, How To's, Do's & Don'ts along with necessary video training material is to be provided by the bidder to enable the Agents to trouble-shoot the customer queries/issues.
- c. Bank may undertake any additional training programs as required time to time without any additional cost. The selected bidder will be responsible for training the bidders employees and its stake holders. The onus of preparing the training material will be on the selected bidder. The training shall be provided through interactive video/Power point Presentation, frequently Asked Questions or through Video Conferences.

### **3.38. User Acceptance Testing**

Bank will perform the UAT. The Bidder shall extend their UAT environment to the Bank for performing User Acceptance Testing by the Bank Staffs. The Bidder shall use "Data Sanitization Tool" for one-way masking, hashing of Critical customer elements after which a sample of data shall be shared to the vendor's development Centre. The Bidder will help/assist the Bank in preparing the test cases for the testing. Bidder shall ensure that the test cases meet all the testing requirements of the Bank. The Bank proposes to conduct "User Acceptance Testing" ("UAT") of the Solution for the purpose of ensuring that all the functionalities requested by the Bank are available and are functioning accurately. The UAT would be carried out by the Bank for the entire Solution as per the UAT cases provided by the Vendor.

The Bank may also add test cases if it identifies any gaps. The Bank shall review the UAT results; all necessary support needs to be provided by the selected bidder to the Bank. The Bank expects the test environment to be available to the Bank at all times, for the purpose of testing. The Bidder is expected to provide access to the Bank employees to its test and development infrastructure. The Bank plans to use the testing environment throughout the period of the contract.





### 3.39. Storage of Payment Data norms by RBI

As per RBI Circular (DPSS.CO.OD No. 2785/06.08.005/2017-2018 dated 06.04.2018) Storage of Payment Data should be within the India Only. In this regard, the vendor needs to submit the System Audit Report (SAR) and Board Resolution adopting the System Audit Report should be submitted to the Bank. The bidder is required to submit their Audit certificate by CERT IN empaneled auditor, mentioning that the payment data is stored within India. The bidders who do not comply to these norms are not eligible to participate in the RFP.

### 3.40. Regulatory Requirements.

Any new government/ regulatory requirements that impact the provided solution to the Bank need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the Company at no additional/shared cost during the period of the contract.

Successful Bidder shall provide necessary Development, customization and implement changes to meet Bank's/regulatory requirements during the currency of the Contract without any additional cost. Here the term "Regulator" denotes Reserve Bank of India, Card Networks, Payment Card Industry Council (PCI) and State & Central Government bodies.

### 3.41. Manpower Requirements for Implementing the Solution

- The selected Bidder would need to deploy key team members of minimum Three resources for implementation (including Project Manager) onsite at Bank's location at Pune on full time basis.
- The Resources shall poses with suitable Technical and Functional experience and knowledge for implementing the solution and for making all solution's modules live. The Technical Resource should work from Bank's office at Pune. Any issues raised by the Bank and/or by the customer is to be resolved by the bidder. The Technical Resource shall perform
  - Requirement gathering by interacting with respective Stake holders
  - Development,
  - Integration,
  - Bug / issue fixes,
  - Testing
  - Generation of MIS reports
  - Liason between the Bank and the Bidder's Functional and Technical Team.
  - Upload the data to Bank's database and shall generate and provide the reports, as required by regulator and Bank
- The Technical resource is required to travel extensively for meeting with respective Bank teams and other stake holders. Only for the travel requirements, outside the Pune, travelling and staying allowances at par to Scale-III officer of the Bank will be paid. All internal travel & Staying expenses within Pune to be borne by the Bidder only.
- The Technical resources shall have at least one full life-cycle experience in implementation of Credit Card Solution and shall have adequate functional and Technical expertise.





- If the Bank is not satisfied with the expertise of the resource, the replacement resource with required expertise to be provided within 2 weeks. The resource should work as per the working days/hours of the Bank. The onsite resource should also act as a liaison between the Bank and the solution provider and should be able to guide the Bank in generating the Data, and integrating Bank's system with Bidder's Program / solution.
- The Bidder should provide their Technical resources and necessary infrastructures like PCs, restricted Internet Connectivity will be provided by the Bank. The Technical resource should be in the vendor's payroll.

Other than providing work place, the Bank will not incur any cost/expenditure towards the deputation of the Technical Resource. The bidder is responsible for the omissions and commissions of the Technical resource. The Technical Resources shall be withdrawn

1. After completing the activities mentioned in Start of services.
2. Implementing Tokenization.
3. Standardization of Contact centre activities.
4. Streamlining the MIS Report generation.

### 3.42. Manpower Requirement on Ongoing Basis:

The Bidder need to deploy a dedicated Techno-Functional Resource(s) who is well versed in Credit Card Business functions and experienced in Bidder's Technical Architecture in full time basis. Provisions are made in the commercial format for quoting the cost for the Technical resource(s). The Technical Resource(s) will have to work with Bank's Credit Card Team at Pune. In future, wherever the Bank's Credit card business is shifted, the Technical resource(s) should also be transferred/re-located to that new location. The Technical resource(s) is required to travel within Pune for meeting stakeholders and for attending various meetings. If any travel is mandated outside Pune, allowances will be paid in equivalent to Scale-III officer of the Bank. The Technical resource(s) may be required to work on weekends and holidays also. The Technical resource shall obtain prior permission from the Bank before taking any leave. The role of the Technical Resource shall be

- To act as a liaison between the Bidder, bank and other related stakeholders including Third party service providers for the development and customization of Business Operations.
- Functional requirement gathering for new projects and customization of existing projects.
- Implementing the same by coordinating with the Bidder's remote team.
- Providing workflow of UAT components for testing, performing User Acceptance Testing, preparation and submission of Test Reports to the bank.
- Bug fixing and Patch Incorporation.
- Generating MIS reports as per the requirements. The Technical resource shall have the access to Bidder's Information Systems for directly generating ad-hoc reports as required by the bank.

#### Condition:

- Prior to being deputed at bank, the Technical resource should have been in Bidder's/ it's partner's payroll for a minimum of 12 months.
- After reporting/deputed to bank, the Technical resource to remain in Bidder's / it's partner's payroll only.





### Qualification

- The Technical resource shall be a Degree Holder with minimum 3+ years of experience.
- The Technical resource shall have Database querying and programming skills preferably in Oracle. Any other programming skill will be an added advantage.

If the Bank is not satisfied with the expertise of the resource, the replacement resource with required expertise to be provided within 2 weeks. The resource should work as per the actual working days/hours of the Bank staffs.

The Bidder should provide their Technical resources and necessary infrastructures like PCs, restricted Internet Connectivity will be provided by the Bank. The Technical resource should be in the vendor's payroll.

Other than providing work place, the Bank will not incur any cost/expenditure towards the deputation of the Technical Resource. The bidder is responsible for the omissions and commissions of the Technical resource. The Bidder is to take care of Human Resource, Legal and regulatory compliances like salary, PF, and other compensations of the Manpower deputed. It is explicitly mentioned that the Manpower deputed to bank is part of the Bidder's deliverable to Bank and neither the Bidder nor the resource can claim any employment opportunity with the Bank.

### 3.43. Manuals & Documentation

Soft copies of User and Technical manuals are to be provided for all the functionalities, modules, tools proposed for the solution separately. In addition, online contextual help for every field on the user interface with search option has to be made available for all users for all applications.

Bank will require the selected Bidder to follow worldwide practice and international standard for the documentation for the entire System Development Life cycle and provide same to the Bank. All such documentation and manuals will have to be kept up to date with proper version control during the entire contract period.

The selected bidder will be responsible for providing and updating system & user documentation as per the modifications, Time to time. The selected bidder will be expected to deliver to the Bank, one physical copy and one electronic copy of documentation for each of the deliverables and online context-sensitive help module included in the software to enable the Bank's personnel to use and understand the operations of the deliverables. The Bank may make additional copies of documentation for its internal use. The selected bidder has to ensure that there is contextual online help available for each functional area within the solution.

### 3.44. Information and Data Security Measures:

1. The Bidder shall take all necessary steps to ensure strict confidentiality, Integrity & Availability of the information managed throughout the Business Operations, even after the contract expires or is terminated for any reason. The Bidder should isolate and clearly identify the Bank's customer information, documents, records and assets to protect the confidentiality of the information and build strong safeguards so that there is no mingling of





information/documents, records and assets, where the service is provided to multiple entities or Banks from the same Hardware/Location.

2. The Bidder will not divulge any Data/ information received from the Bank to any other person/ entity without prior written permission of the Bank and neither will he use the data himself for any other purpose without prior written permission from the Bank.
3. The Bidder should periodically (Weekly, Monthly, Quarterly, Annually) provide backup files of data of Oracle or any other database data dump with necessary application/Software (Front End Graphical User Interface) to read the same and along with required queries, clarifications as required by the Bank. The Bidder should provide a certificate along with the data stating that the data provided contains the full and entire information of the Project outsourced to them till the date up to which the data is provided OR the Bidder should enable real time or near real time replication of their database at Bank's location with connectivity from the Bidders location to the Bank, with the cost of Hardware at Bank end being borne by the Bank. Connectivity expenditures shall be borne by the Vendor.
4. The Bidder, upon the written request of the Bank, shall allow the authorized representatives of the Bank (including internal/external auditors acting on its behalf), Reserve Bank of India or any other Statutory Authority for Inspection, Audit and IS-Audit purposes at all reasonable times, who shall have access to its records relating to performance from time to time and also obtain copies of any audit or inspection or review reports or findings made on the service provided to the Bank.
5. The Bidder should get the security tested / audited (like Vulnerability Assessment & Penetration Tests and other Security audits as mandated by the Bank) by CERT-IN approved agency on yearly basis and to submit the related compliance certificate to the Bank. The Audit process and submission of the mentioned certificates are mandatory irrespective of the Architecture of vendor's Application/Database/(Shared) Physical Hardware infrastructure.
6. The Bidder will be required to fix any defect, bugs, vulnerability in the solution at no additional cost during the entire tenure of the contract. These defects, bugs, vulnerabilities can be detected by the Bank or can be a finding of any internal or external audit conducted by the Bank or its auditors on a periodic basis.
7. The Bidder will provide the Bank with such assistance, documents, information or other evidence as the Bank may require in relation to any claims, demands, notices, litigation or proceedings by or against the Bank. Such support shall be provided within the Bank's timelines.
8. The Bank reserves the right to inspect and satisfy itself with the arrangements made for proper & secure storage, usage and handling of data. The Bidder will preserve the data and documents to meet the statutory / legal requirements of the Bank.
9. The Bidder should have Business Continuity Plan (BCP) in place and should enclose with the proposal, a certificate confirming the existence of documented BCP and mentioning details of DR location. The bidder should be capable of successfully conducting DR Drill (the periodicity of DR Drill shall be on mutual





consent) for One Day and submit the results to the bank. The Bidder should have the capabilities to suggest and provide add-on requirements at no additional cost related to Risk Management Requirements for monitoring the Transactions as per the requirement of the Bank to comply with AML guidelines and PML Act 2002 or any other Bank/ Regulatory/ Statutory requirement (MIS, Fraud Alert Reports, Velocity Reports and Add-on Tools, etc) etc.

The Bidder must comply with PCI DSS Standards, RBI, Card Network and Bank's IS policy in key concern areas relevant to the Project. Some of the key area as under:

- Responsibilities for data application and confidentiality
- Responsibilities on system software access control and administration.
- Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the bidder
- Physical security of the facilities
- Physical and logical separation from other customers of the bidder
- Incident response and reporting procedures
- Password Policy of the Bank
- Data Encryption/protection requirement of the Bank
- Security requirement/Protection requirement of the Bank

Security requirement/Protection will be shared with the successful Bidder.

### **3.45. Data Retention**

The Vendor Shall Store and Process the Bank's data as per the business Requirement. At all times, the vendor shall ensure that the Data is stored in an independent Server/storage and there is no mingling of Data with other entity or competitor. Utmost Data Privacy should be ensured while Archiving and storing the data separately.

Purging & Archiving of Bank's Data shall be on mutual consent between the bank and the vendor. The vendor shall obtain explicit permission from the Bank, before purging of Deleting Data.

### **3.46. Feature upgrade/enhancement**

Any new Government/regulatory requirements that impact the provided solution to the bank need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the bank at no additional/shared cost during the period of the contract.

### **3.47. Mobile Application (Android & iOS)**

The Bank requires a secured, API featured Mobile application for its customers in Android and iOS platforms. Below mentioned features shall be made available in the Mobile Application.

1. Account Summary





2. Credit Card Payment through Payment Gateway and the payments shall be made in real time so that the customer can re-use the limit immediately.
3. Statements (Viewing and Exporting)
  - i. Unbilled Transaction
  - ii. Last Statement
  - iii. Past statements
4. Balance transfer
5. Bharat QR (Scan & Pay)
6. Convert to EMI
7. Temporary Block / Un Block
8. Permanent Hotlisting
  - a. Applying for new card against the Hotlisted Credit card.
9. Resetting the Credit Card PIN
10. Generation of Virtual Credit Card and setting it's usage for
  - a. No of times usage.
  - b. Transaction limit and sub limits for ATM Withdrawal, POS and E-Commerce.
  - c. Enabling, disabling International usage
- 11 . View/Redeem Reward Points.
12. Enabling / Disabling Transactions for
  - i. ATM Withdrawal
  - ii. Online Transactions
  - iii. POS Transactions
13. Enabling / Disabling International Transactions
  - a. International Transaction shall be enabled with optional End Date. Once the End date is reached, the Card shall automatically converted for Domestic usage.
  - b. For international transactions, there shall be a provision to mention specific amount (under the sanctioned limit) which shall be maintained for International Transactions.
14. Managing the Credit Card limit under the sanctioned limit.
15. Limit Management (Domestic/ International, sub categorized with Digital Channels like ATM, POS & e-Commerce)
16. Registering, modifying, cancelling Standing Instruction feature.
17. Applying for Photo Credit Card (Full Image based) with options of Customer specific images and Bank approved images. While uploading or choosing an image, the customer shall be facilitated to Move, resize, crop, increase-decrease the Brightness, (With or Without Aspect ratio locked)
18. Applying for Personalized Card with Photo upload Feature.
19. Submit Request for another variant of Credit Card.
20. Request for enhancement in Credit Card Limit





21. Update mail ID
22. Link my Bank Account Number.
23. Finger print Authentication, Facial Recognition (for iOS)
24. Forgot, reset Password of Mobile Application.
25. New Credit Card user, Self-Signup functionality.
26. Whitelisting / Blacklisting transaction to certain MCC Codes and MCC Types.  
Whenever a security patch, guidelines are issued by the respective App platform (Android/iOS) the same shall be applied/integrated in the application. Also, whenever the Android, iOS operating Systems are upgraded to next version, specific features of the respective OS version, compatibility and the application upgradation shall be done within 3 months from the date of OS release date. Bank has mobile banking application. If required, above mentioned features are to be integrated with Bank's Mobile Banking Application. The Mobile application shall be compliant with PCI norms & OWASP Guidelines.

#### 4. Activities under Bank

Following application, activities will be directly managed by the Bank. Applicable API's/Interfaces is to be provided by the Bidder for seamless and self-managed Integration.

- Contact Centre
- Mobile Banking Application
- Internet Banking Application
- Loyalty Program
- Card Personalization
- Providing applicable Stationaries and Collaterals.
- Courier/Postal Expenses

#### 5. Contract Period:

The contract shall be for a period of Five years, from the date of project going live and with an option to the Bank to extend the contract for a further period on mutually agreed terms.

#### 6. Service Level

The Bidder is required to provide Downtime reports for the entire solution, on every month for which the Penalty will be calculated and deducted. The Bidder is required to keep their services in live for 99.99% uptime. Scheduled Downtime will not be considered for downtime calculations if informed to the Bank in advance. At the same time, the Bidder is required to make use of their DR services for active Switchover of Services during such downtimes.

#### Calculation of Penalty for the month:

Applicable Penalty = 2 x (Minimum Service Level – Actual service Level) Of Actual Invoice amount of the month, excluding GST.

#### Example:





Actual Invoice amount, excluding GST = Rs 20 Lakhs.

Minimum Service Level as per RFP = 99.99%

Actual service level achieved = 96%

Penalty = 2 x (99.99% - 96%) Of 20 Lakhs.

= 2 x (3.99%) Of 20 Lakhs

= 7.98% Of 20 Lakhs

= Rs 1,59,600 (Penalty for the month).

## 7. Start of Services:

For the purpose of this clause, start of services shall mean issue of credit cards to new customers and existing customers and conducting successful test and live transactions through all available channels like the Bank's ATM's, other Bank's ATM's, POS terminals and E-Commerce Channels etc.

Required customization to communicate with Bank's switch and ATM network has to be carried out by the Service Provider without any additional cost to the Bank. Cost of Leased Line and backup connectivity from the Bidder's DC/DR with Bank's DC and DR shall be borne by Bidder. From the date of "Start of Services" Bank will have Twelve months 'look-in' period to monitor the implementation status and any requirements, changes suggested during this period, shall be provided by the bidder at no additional cost.

The Bidder shall take note that the "Start of Services" only indicates the Bidder's readiness in raising their first invoices. However, the Bidder is required to provide other functionalities as per the scope this RFP (like tokenization...etc) at no additional cost.

For the purpose of Start of Services, following activities shall be implemented and to move to production.

1. Issuance of Credit Cards with applicable card Networks. (As on date: VISA & RuPay).
2. Maintenance of Bank's Existing Card base.
3. Establishing Credit Card Operations at Bank's Contact Centre and training the Contact Centre Staffs (Train the trainer method) for ongoing support.
4. Providing Credit Card Services through Bank's Internet banking portal.
5. Providing Credit Card services through Bank's Mobile Banking application.
6. Interfacing with Card Origination System.
7. Establishment of Credit Card operational activities:
  - a. NPA Module.
  - b. Standing Instruction.
  - c. Statement related operations.
  - d. Reconciliation module.
  - e. Dispute Redressal Module.
  - f. Integration with Bank's Core Banking Systems for
    - i. Generation of Report with List of Credit Cards issued under a specific Branch, RO, ZO with it's status, customer categories.
    - ii. Account Summary
    - iii. Retrieving the Card status





- iv. History of Cards issued, activated, Hotlisted, replaced etc.
- v. Support to Credit Card Payment from bank's GL through CBS in real time, so that the customer can re-use the limit immediately.
- vi. Statements (Viewing and Exporting)
  - 1. Current Statement
  - 2. Last Statement
  - 3. Past statements
- vii. Temporary Block / Un Block of Credit Card.
- viii. Permanent Hotlisting
- ix. Applying for new card against the Hotlisted Credit card.
- x. Enabling / Disabling Transactions for

## 8. Evaluation process

### 8.1. Introduction

The evaluation of Successful Bidder is based on Techno-Commercial evaluation. The commercial evaluation would be based on the Total Cost of Ownership (TCO) that appropriately meets the business requirements of the Bank. The bid would be first evaluated for the eligibility criteria, then for technical soundness and then for the financials through commercial evaluation. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.

The evaluation will be a three-phase process: -

- Phase 1 – Eligibility Criteria Evaluation
- Phase 2 – Technical Proposal Evaluation
- Phase 3 – Techno-Commercial Bid Evaluation (Weighted average)

The Evaluation of the various options presented to the Bank to identify the best Solution requirements is based on the following broad parameters:

Ability to meet detailed Functional Requirements

- Ability to meet detailed Technical Solution Requirements
- Implementation Capabilities
- Facilities Management Capabilities
- Business Case & Total Cost of Ownership

### 8.2. Phase 1 – Eligibility Criteria Evaluation

The Bidder needs to comply with all the eligibility criteria mentioned in **Annexure K – Eligibility Criteria**. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in **Annexure K – Eligibility Criteria**. Any credential detail mentioned in Annexure K – Eligibility Criteria that is not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be as per format specified in **Annexure R – Credential Letter** from Schedule Commercial Banks/PSBs and should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of





credentials a Bidder can provide. There will be no scoring involved in the Eligibility Bid evaluation.

The Technical evaluation shall be based on the following parameters:

Proposal Bid Evaluation	Max Scores
Credential Strengths	30
Techno-Functional Features Evaluation and demonstration	60
Bidder Presentations.	10
<b>Maximum Technical Proposal Bid Evaluation</b>	<b>100</b>

### 8.3. Credential strengths of Bidder

Based on the number Credentials the bidder provides, marks will be awarded accordingly. Please refer Annexure K1 – Credential strengths

### 8.4. Phase 2 – Technical Proposal Evaluation

The Bidders meeting the eligibility criteria as laid out in **Annexure K** – Eligibility criteria would be shortlisted for the Phase 2 – Technical Proposal Evaluation. **Appendix 01 -Techno-Functional Specification** has been enclosed with this RFP which indicates some of the major Technical requirements. The Bidder needs to cover the entire functional requirement given in **Appendix 01** - Techno Functional Specification. Responses received in **Appendix 01** – Techno-Functional Specification would be used for evaluating the Bidder on the functionality being proposed by them.

□□Regarding the items mentioned in **Appendix - 01**, the Bidder is required to give self-scoring to respective functionalities as,

- If the specified functionality, feature is readily available as standard feature, Full / Maximum Marks shall be awarded.
- If the specified functionality, feature is not readily available and available only on customization, 50% of the maximum marks shall be awarded.
- If the specified functionality, feature is not available, 0 Marks shall be awarded.

In this evaluation, the bidder needs to achieve a cut-off score of 75% to be qualified for subsequent evaluation. The bidder's Technical Score will then be appropriated to 70% and will be used in Proposal Bid Evaluation Table.

In ideal scenario, the Bank would expect the Bidder to propose the Credit Card Solution which would have all line items as "Readily available". Hence, accordingly aggregated Bidder score will be calculated proportionately.

**For example,**

Total Maximum Score: 2550

Bidder's Score: 1980

Percentage: 77.64 (Status: Eligible in Technical Evaluation)

Appropriated for 60%:  $(1980/2550) \times 60 = 46.58\%$

This appropriated score will be used in Proposal Bid Evaluation Table.





In case there is only one Bidder having technical score of 75 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 75, then the Bank, at its sole discretion, may qualify two bidders on the basis of the top two scores. However, the Bank at its discretion may reject the proposal of the bidder or will not consider Bidder below cut-off marks by relaxing as mentioned above, if in the Bank's opinion the bidder could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the site visited are negative or the solution does not meet Bank's techno functional requirement as per **Appendix 01**.

### Demonstration of the proposed solution

As part of the solution demonstration process

- The bidder will be required to demonstrate the line items present in Techno Functional Specification mentioned in **Appendix 01** to the Bank's team. The Bank will intimate the bidders well in advance before the product demonstration, if each and every line item or a part of them is to be demonstrated.
- Demonstration of the product specifications using an internet based instance by connecting through internet will not be permitted.
- The demonstration can be carried out in Bank's premises in Pune or at Bidder's office or in Bidder's Client place (all approvals from their client shall be obtained by the Bidder themselves)
- This will also enable the Bank to understand the solution's features and fit with the proposed architecture and identify the level of customization required.
- The Bank will communicate a date, time and location to the bidders any time after the last date for submission of proposals.

During the Product Demonstration, Bank would be evaluating the Bidder on the functionality mentioned in **Appendix 01 - Techno Functional Specification** as a base in part or as a whole. Bidder will be evaluated on each of the areas. **Bank's final evaluated score will be taken into account.**

### 8.5. Bidder Presentation:

The Bidder is required to provide presentations regarding the various aspects of the proposed solutions. This process will also enable the Bank to clarify issues that may be identified from the Bidders' responses to the RFP. The Evaluation Committee decided by the Bank would be scoring the presentation made by the Bidders at Bank's premises based on a structured questionnaire broadly across the following:

SI No	Evaluation of Bidder's Presentation
1	Project Execution Methodology – Approach to database version migration
2	Solution Architecture and Design – Key Features and Functionalities
3	Data Migration tools/approach and methodology
4	Adherence to Project Timelines
5	Execution Competency (Solution Accelerators, Functional & Technical Competency)





## 8.6. Phase-3 Techno-Commercial Evaluation

Bidders are requested to submit commercial bids as mentioned in Commercial Bid Proforma. It may be noted that commercial bids will be subjected to following evaluation process. Bank reserves the right of selection of vendor either by opening of Commercial Bids of vendors or proceed with the selection of vendor through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The details of Reverse Auction process are given in **Annexure-P** for reference.

Commercial quote provided by the Bidder whose Technical Bid qualifies will be discounted as per the formula given below. A comprehensive "Score (S)" will be arrived at after considering the commercial quote and the marks obtained in technical evaluation with relative weights of 30% for commercial score and 70% for technical score. The Bidder with the highest score will be declared successful.

- Please refer Commercial Proforma for Commercial Bid format.

### Weighted Evaluation:

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

The Bank will give 70% weightage to technical score and 30% weightage to Commercials Quote. The formula is as under:

A "Score(S)" will be calculated for all qualified bidders using the following formula:

$$S = \frac{C_{low}(X)}{C} + \frac{T(1-X)}{T_{High}}$$

Where C Stands for nominal price quoted, C(low) stands for the price quote of the lowest nominal bid. T Stands for technical evaluation score and T(high) stands for the score of the technically highest bidder. X is equal to 0.3.

Example:

Bidder	Technical Evaluation (T)	TCO (C ) Rs	(C-Low/C) *0.30	(T/Thigh)*0.70	Score(S )
ABC	60	8000	0.30	0.47	0.77
XYZ	80	9000	0.27	0.62	0.89
PQR	90	10000	0.24	0.70	0.94

In the Above example,

C(low) = 8,000

T(high) = 90

As per weighted score, "PQR" becomes the Successful Bidder. The Bank reserves the right to negotiate the price and terms with the finally short listed bidder before awarding the contract. It may be noted that the Bank will not entertain any price negotiations with any other bidder, till the Least Price bidder declines to accept the offer. The decision of the Bank shall be final and binding on all the Bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever.

## 8.7. Normalization of Bids





The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted bidders to resubmit the updated technical and commercial bids for scrutiny. The Bank can repeat this normalization process at every stage of technical evaluation till the Bank is reasonably satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned bidder.

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.

### **8.8. Eligibility Bid**

Eligibility criterion for the bidders to qualify this stage is clearly mentioned in Eligibility criteria compliance to this document. Bidders who meet these criteria would only qualify for the second stage of evaluation. The bidder would also need to provide supporting documents for eligibility proof. All the credentials of the bidder 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.

### **8.9. Preliminary Examination of Offers**

The Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. The Bank plans to, at its sole discretion, waive any minor non- conformity or any minor deficiency in an offer. The Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

## **9. Pre-Bid Meeting**

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of all the bidders should reach us in writing or by e-mail on or before on the address as mentioned above. Queries not received in the form and queries without the relevant details will not be taken up for





response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website.

The queries on point / clauses in the RFP document are to be mailed / submitted in the specific format only as per **Annexure G**.

The queries that are not on the points / clauses in the RFP document and are general in nature but related to the tender are to be mailed / submitted in specific format only as per **Annexure G**.

Queries submitted in any other format will not be entertained by the Bank.

Only two authorized representatives of the bidder who have purchased the RFP will be allowed to attend the Pre-Bid meeting.

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

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

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

### **10.1. Clarification of Offers**

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

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

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

### **10.3. Documentation**

The following information should be furnished along with the Technical bid by means of printed technical brochures as per checklist provided.

- Specifications of all items asked along with technical specifications table.





- In case of Software(s), which will be supplied free, and the ones that will be charged for, should be clearly indicated. Restrictions on software usage, if any, should also be mentioned.

#### 10.4. Submission of Technical Details

It is mandatory to provide the technical details in the exact format of **Technical Details column** given in the technical specifications. The offer may not be evaluated by Bank of Maharashtra in case of non-adherence to the format or non-submission / partial submission of technical details as per the format given in the tender. Bank of Maharashtra will not allow/permit changes in the technical specifications once it is submitted. The relevant product information, brand and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification. (Please refer to the suggested checklist given in this document).

#### 10.5. Format for Technical bid

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

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

1. Index
2. Covering letter. This should be as per Annexure A.
3. Details of the bidder, as per Annexure B.
4. Compliance of eligibility criteria along with support documents as prescribed in format (Annexure- I).

**The eligibility criteria will be verified based on above compliance table duly filled by the bidder along with the supporting documents.**

5. Technical bid with Specifications as given in Annexure C complete with all the columns filled in.
6. Terms and Conditions Compliance Table in the following format. This table must cover bidder's response to all the terms and conditions specified in the tender document from 12.1 to 12.32.

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
12.1.	Support Personnel		
12.2.	Technical Inspection and Performance Evaluation		
12.3.	Performance Bank Guarantee		
12.4.	Payment Terms		
12.5.	Price Bids		
12.6.	Delivery		





12.7.	Order Cancellation		
12.8.	Exit option and contract re-negotiation		
12.9.	Intellectual Property Rights		
12.10.	Corrupt and fraudulent practices		
12.11.	Violation of terms		
12.12.	Termination		
12.13.	Effect of termination		
12.14.	Acceptance Tests		
12.15.	Liquidated Damages		
12.16.	Penalty		
12.17.	Indemnity		
12.18.	Publicity		
12.19.	Force Majeure		
12.20.	Resolution of Disputes		
12.21.	Non-Disclosure Agreement		
12.22.	Pre-Contract Integrity Pact		
12.23.	Violation of terms		
12.24.	Limitation of Liability		
12.25.	Right to Reject Proposals		
12.26.	Service Level Agreement		
12.27.	Severability		
12.28.	Confidentiality		
12.29.	Service Continuity/Contract Extension		
12.30.	Change Management		
12.31.	Amalgamation		
12.32.	Disclaimer		

**Note: The response to the terms & conditions will be verified based on above table.**

7. Delivery and Implementation schedule.
8. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
9. System software details.
10. Manufacturers/OSD - Authorization Form as per **Annexure E**.
11. Credential letter from Scheduled Commercial Bank(S)/PSBs , as per **Annexure R**.
12. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with Technical Bid.)
13. Bidder's Financial Details (audited balance sheets, annual reports, etc.) and other supporting documents, as asked in the tender document

#### **10.6. Masked Commercial**

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

#### **10.7. Format for Commercial bid**





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

1. Index
2. Covering letter
3. Commercial Version of Bill of Materials and Price Schedule (as per **Annexure F**). This must contain all price information.
4. A statement that the bidder agrees with Payment terms given in the tender.

**The bidder must quote for the items mentioned in Annexure F**

**10.8. Erasures or Alterations**

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

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

**10.9. Alternative offers**

Each offer should preferably specify a single solution, which is cost-effective and meets the tender specifications, and does not include many alternatives. Bidder willing to offer Bank of Maharashtra two or more alternatives for any item(s) of requirement should submit separate details for each alternative. Each detail/table should be complete in all respects and should not require cross-referencing with details given in other options.

If more than one alternative offers are quoted in the Commercial bid, the highest quote will be considered in the TCO for arriving the H-1 bidder. However, bank will have discretion to choose the one of the alternatives at the quoted price.

**10.10. Contract Period**

The selected bidder needs to execute a Service Level Agreement (SLA) as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP.

The contract shall be for a period of Five years, from the date of project going live. However, after the completion of initial period of 05 (Five) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.





#### 10.11. Fixed Price

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

#### 10.12. No Negotiation

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as the final selection of H1 bidder would be on the basis of TCO.

#### 10.13. Short-listing of Bidders

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

#### 10.14. Right to Alter Quantities

Bank of Maharashtra reserves the right to alter the proposed quantities specified in the tender. Bank of Maharashtra also reserves the right to delete one or more items from the list of items specified in tender.

#### 10.15. Adoption of Integrity Pact

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per **Annexure L** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.





8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

<b>Shri. Nilmoni Bhakta</b> Address - A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A Nerul, Navi Mumbai, 400706 Email - nilmoni.bhakta@gmail.com	<b>Shri. Madan Lal Sharma</b> Address - K-23, Jangpura Extention New Delhi Email - ml.sharma1965@yahoo.com
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## 11. Qualification Criteria

### 11.1. Eligibility of the Bidder

- The bidder should be a Registered Company under Indian Companies Act 1956 / Government Organization/PSU/PSE, and Should have been in operation for 3 (Three) years as on as on 31/12/2019. (with valid GST Tax registration certificate).
- The bidder should have at least 3 (three) years expertise and experience in Implementation and Maintenance of Credit Card Solution for at least 2 Scheduled Commercial Banks in India.
- The Bidder should be processing active credit card base of at least 3 lakh Active Credit cards as on 31-03-2020.
- Bidder should be PCI-DSS Certified, and the certification should be in force.
- The Platform should be scalable to support increased transaction volume during the Contract period and extensions, if any.
- The Bidder should have a minimum average annual turnover of ₹50.00 Crores (Rupees Fifty Crores Only) during last three financial years i.e. 2016-17, 2017-18 & 2018-2019.
- The Bidder should be a profit making company/organization and should have earned Net profit in at least two of the preceding three Financial Years (2016-17, 2017-18 & 2018-19) and Operating Profit in remaining Financial Years, as per the audited Financial Statements and should have a positive Net Worth of 10 Crores.
- The Bidder should not have been blacklisted by IBA/RBI/Government/Public Sector Undertakings/NPCI/Any other regulatory Authority during the last three years and the said disability should not be in force.
- The Bidder shall comply with the Storage of Payment Data norms vide circular number RBI/2017-18/153 DPSS.CO.OD No. 2785/06.08.005/2017-2018 issued by Reserve Bank of India on 6 April 2018. Bank requires to store the entire transaction data within India.
- Bidder shall have to accept all the clauses of Integrity Pact as mentioned in the document in **Annexure L**.

### 11.2. IT ACT

The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.

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





### 11.3. Aadhaar ACT 2016

The Successful bidder must comply with Aadhaar Act 2016 and the subsequent amendments.

### 11.4. ISMS Framework

The bidder shall abide by the ISMS framework of the Bank. Bidder shall abide by the ISMS policy and any other policy and subsequent procedures of the Bank.

### 11.5. Earnest Money Deposit

Bidders are required to submit along with the offer a Demand Draft drawn in favor of Bank of Maharashtra and payable at Pune, for an amount of Rs. 25.00 lakhs (Rupees Twenty-Five lakhs only) towards Earnest Money Deposit (EMD). Offers made without E.M.D. will be rejected. Bank will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank (other than Bank of Maharashtra) or any scheduled commercial bank acceptable to Bank of Maharashtra. The Bank Guarantee should be valid for 180 days from the date of the tender. For Bank Guarantee other than from a Public sector bank, prior permission of Bank of Maharashtra shall be essential. The format of BG is enclosed.

**Forfeiture of EMD in the event of Withdrawal by the Selected Organization**– In case the Selected Organization withdraws from the contract/ discharging duties post selection by the Bank and prior to agreement signing, the EMD amount shall not be refunded to the Selected Organization.

### 11.6. Manufacturer's Authorization Form

Bidder, other than sole agents in India of the manufacturers, must submit a letter of authority from their manufacturers that they have been authorized to quote for on behalf of the manufacturer. Authorization from authorized distributors/dealers for items is acceptable (**Annexure-E**).

## 12. Terms and Conditions

### 12.1. Support Personnel

The bidder should provide the required support during the contract Period of 5 years for error free operation of the solution. The support would be required 24 X 7 in a year. The responsibility of the bidder is to carry out necessary coordination for smooth function of the solution deployed.

### 12.2. Technical Inspection and Performance Evaluation

Bank of Maharashtra reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of Systems and solutions offered by technically qualified bidders.





### 12.3. Performance Bank Guarantee

The successful bidder should furnish a Performance Bank Guarantee to the extent of 10 % of the value of the contract within 15 days of the date of receipt of the purchase contract. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 3 months. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract.

### 12.4. Payment Terms

The payment will also be released by Head office. The payment terms will be as follows:

The bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

The First Payment shall start once the deliverables mentioned in "Delivery Phases" is completed as per the timelines. The Vendor shall generate their First invoice only after getting confirmation from the Bank about the items delivered in the "Delivery Phases". All payments will be released from our office within 45 days of receipt of claim on submission of all relevant documents and proofs.

- a) Original copy of the Invoice (with Certified Photo copy) showing relevant details like Contract No, Solution Description, Quantity, Unit Price, Total Amount etc.
  - b) Confirmation letter from the concerned group for making the payment
  - c) Downtime report as sought by the Bank.
- i. TDS on payments will be deducted as applicable.
  - ii. Applicable Goods and Services Taxes will be paid extra at actual. Bidder has to mention GSTN in the invoice.
  - iii. In case of Liquidated Damages/Penalty levied to the bidder, GST on LD/Penalty amount shall also be recovered from the bidder.
  - iv. Authenticated copy of GST return shall be submitted along with claim documents.
  - v. Bidder has to mention GSTN and HSN/SAC number along with bank's GSTN in the invoice. Without the same, GST will not be payable.

The payments will be released through NEFT/ RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments.

All the systems shall be properly maintained irrespective of Non-claiming/ Non-renewal of maintenance charges by the vendor in time.

Failure of the Selected Bidder to comply with the requirement of executing Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.





## 12.5. Price Bids

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

Bank of Maharashtra will consider the TCO (Total Cost of Ownership) for the purpose of price comparisons given by the bidders on the figures in the **Annexure-F**.

## 12.6. Delivery

### Delivery Phases

Implementing the activities as mentioned in the “Start of Services” clause within eight weeks.

Only on satisfaction of the Bank, the solution shall be moved to production.

If there is any delay in providing the above Deliverables beyond mentioned timelines, the Bank reserves the right to impose a penalty of Rs 50,000 (Rupees Fifty Thousand only) per week or part thereof. In case the Vendor fails to operationalize the operations as mentioned above, the Bank will have the option to cancel the Purchase Order and to forfeit the Bid Security. If the delay is attributable to the Bank, the penalties will not be levied.

Activity	Timelines
Issuing Credit Card and live with all the Channels	Within Two months from the PO acceptance Date.
Providing Mobile application (Android & iOS), Customer Self Care Portal	Within Two months from PO acceptance Date.
Integration with Bank CBS, Internet Banking applications	Within Two months from PO acceptance Date.
Integration with Bank's Contact Centre and Training the Contact Centre Staffs	Within Two months from PO Acceptance Date.

## 12.7. Order Cancellation

Bank of Maharashtra reserves its right to cancel the order in the event of one or more of the following situations:

1. Delay in delivery beyond the specified period for delivery.
2. Serious discrepancy is noticed in the System.





In addition to the cancellation of purchase order, Bank of Maharashtra reserves the right to levy appropriate the damages from the earnest money deposit (EMD) given by the bidder or foreclose the Bank Guarantee given in lieu of EMD and/or foreclose the bank guarantee given by the supplier against the advance payment.

## 12.8. Exit option and contract re-negotiation

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
  - a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 15 days of receipt of purchase contract or agreed terms by Bank;
  - b. The selected bidder commits a breach of any of the terms and conditions of the contract.
  - c. The bidder goes into liquidation voluntarily or otherwise.
  - d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
  - e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.
  - f. Deduction on account of liquidated damages exceeds 10% of the total contract price.
  - g. Delay in delivery / installation / commissioning of Credit Card solution beyond the specified period for the same as mentioned in the order.
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
5. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.
6. During which the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new bidder to take over and continue to manage the services.
7. 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 bidders as would be required in the event of the shifting of the site





## 12.9. Intellectual Property Rights

All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.

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

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

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

## 12.10. Corrupt and fraudulent practices

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

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

## 12.11. 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.

#### **12.12. Termination**

1. The Bank shall be entitled to terminate the agreement with the bidder at any time by giving ninety (90) days prior written notice to the bidder.
2. The Bank shall be entitled to terminate the agreement at any time by giving notice if:
  - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
  - b. The bidder
    - (i) has a winding up order made against it; or
    - (ii) has a receiver appointed over all or substantial assets; or
    - (iii) is or becomes unable to pay its debts as they become due; or
    - (iv) enters into any arrangement or composition with or for the benefit of its creditors; or
    - (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
3. The bidder shall have right to terminate only in the event of winding up of the Bank.
4. The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the Service Level Agreement.

#### **12.13. Effect of termination**

1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.





3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

#### 12.14. Acceptance Tests

At the discretion of Bank of Maharashtra, acceptance test will be conducted by the bidder at the site in the presence of the officials of Bank of Maharashtra and/or its nominated consultants. The tests will check for trouble-free operation of the complete system for ten consecutive days apart from physical verification and testing. There shall not be any additional charges payable by Bank of Maharashtra for carrying out this acceptance test. Bank of Maharashtra will take over the system on successful completion of the above acceptance test.

#### 12.15. Liquidated Damages

If there is a delay by the bidder in the delivery of any or all goods or performance of services, the Bank shall, without prejudice to its other remedies under the rate contract deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the order value for each week of delay until actual delivery of the complete order at each location subject to maximum of 10% of cost of System. Bank of Maharashtra reserves the right to cancel the order and return the partially delivered equipment, if any, at the cost of the bidder in case delivery are not affected within stipulated time schedule. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to vendor/supplier from this contract.

#### 12.16. Penalty

**Card Embossed Data:** The selected Bidder should provide daily embossed data to card manufacture. If there is any delay beyond 1 (one) working day for sharing the required information of the card, a penalty of ₹ 100/- per day per card shall be charged for delay.

#### Other Penalties:

- (a) Any penalty levied by statutory authority, Ombudsman, RBI on account- of deficiency of service or non-compliance of guidelines/law shall be passed onto the Vendor. The Bank reserves the right to deduct such penalty amount from any amount payable to the vendor by the Bank or monthly billing amount due to the vendor including invoking of the Performance Guarantee.





- (b) Penalty for delay in providing/Error in providing Information / Error in the MIS reports:
- (c) In normal course of Operation, any new MIS reports required by the Bank shall be provided in one working days. Beyond one day, a penalty of Rs 5,000 per day will be levied.
- (d) When a report is sought by Statutory auditors, authorities such report is to be provided in 3 hours. Beyond Three hours, a penalty of Rs 5000 per day will be levied.
- (e) If there is an error in MIS report, data, and information provided by the Vendor Rs 10,000 penalty will be levied.
- (f) Penalty for fixing wrong limits: A penalty of Rs10,000 will be levied for fixing the wrong limits (Other than the Bank Suggested). Additionally, if there is any fraud relating to the wrong limit enhancement the difference amount will be recovered by the bidder.
- (g) Penalty for delay in delivery (more than seven working days) of Pin Mailer / PIN Mailer is issued to wrong customer a penalty of Rs 1,000 will be levied.
- (h) Delay in delivering monthly statements (Physical & E-Mail): If there is a delay (Excluding the delay by Courier/postal agencies) in dispatching/delivering the Monthly statements (Physical & E-Mail), a penalty of Rs 500 per Statement or Rs 5,000 (Whichever is higher)
- (i) Any delay on the part of the vendor beyond 45 days in facilitating migration to the next successful vendor or Bank's authorized Vendor or Bank shall attract a penalty of ₹ 10,000 (Rupees Ten Thousand Only) per day. The same may be adjusted by the bank against any payment due by the Bank to the vendor and/ or by invoking the Performance/AMC Bank Guarantee issued in favor of the bank by the vendor. The co-operation, knowledge transfer, sharing of data, logs, information and other related information shall be provided to the next vendor to the satisfaction of the Bank. Bank will be the Central authority in monitoring the Data migration process and if it is felt by the Bank that the vendor is not co-operating to the other party, Bank will levy penalty.
- (j) If any regulatory, Card Network norms/standards not adhered as per their stipulated timelines, a penalty of Rs One Lakh per week shall be levied.
- (k) Other than the above, If any Data Breach, Data Loss incurred from vendor's facility, System, Integrated Channels, Network infrastructure, connectivity or the actual loss incurred by the Bank, penalties levied by the Statutory authorities shall be passed on to the Vendor.





- (l) Due to wrong report, data or information provided by the vendor or due to the delay in Vendor's support or due to any other reason attributable to vendor the actual loss shall be passed on to the vendor with an additional penalty of Rs 10,000.
- (m) Wherever the vendor's application is integrated with Bank's system and if the connected bank's systems are not functioning (such as connectivity issues, non-responsiveness for API calls... etc.) or failing, the vendor needs to promptly report the Bank for avoiding penalty.

#### **12.17. Indemnity**

Bidder shall indemnify, protect and save Bank of Maharashtra against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware /software/network equipment etc. supplied by him.

#### **12.18. Publicity**

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

#### **12.19. Force Majeure**

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

Each Party agrees to give to the other a Seven (7) calendar days written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

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

#### **12.20. Resolution of Disputes**

Bank of Maharashtra and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the





commencement of such informal negotiations, Bank of Maharashtra and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

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

#### **12.21. Non-Disclosure Agreement**

The Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information. The Bidder shall restrict disclosure of the Information solely to its employees, agents and contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

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

Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information.

The Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the bidder in any future tendering process of the Bank.

Any information considered sensitive must be protected by the vendor from unauthorized disclosure or access.

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

The bidder has to enter into an integrity pact with the Bank to the effect that they will not resort to any corrupt practices in any aspect / stage of the contract. Only





those bidders who wish to enter into such a contract with the Bank will be considered for participating in the tender process. Pact to be signed by the authorized signatory at the time of submission of RFP as per **Annexure L**.

#### **12.23. 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.

#### **12.24. Limitation of Liability**

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

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

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

2. "Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

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





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

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

#### **12.25. Right to Reject Proposals**

The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Proposals received from Respondents are liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through email / fax.
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.

#### **12.26. Service Level Agreement**

The SLA shall be execute with the successful Bidder, which will include all the services and Terms & Conditions to be extended as detailed under RFP and as may be prescribed by the bank.

#### **12.27. SEVERABILITY**

- i) If any of the provisions of this Agreement may be constructed in more than on way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- ii) In the event any court or other government authority shall determine any provisions in this agreement is not amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- iii) In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof-was deleted or the scope ,period or area of application were reduced, then such provision





shall apply with the deletion of such words or such reduction of scope ,period or area of application as may be required to make such provisions valid and effective ,provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be ,by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by nay law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this agreement.

## **12.28. 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 Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.

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

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

- (a) Relates to the Disclosing Party; and
- (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants





- (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the bidder to host Bank's equipment at the site
  - (e) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable
  - (f) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years
1. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
  2. Unless otherwise agreed herein, use any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
  3. In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
    - ▶ Take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
    - ▶ Keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
    - ▶ Limit access to such confidential information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the confidential information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the confidential information and materials in the manner prescribed in this document; and
    - ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of confidential information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
  4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
    - a. Immediately return all written confidential information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
    - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from confidential information relating to the Disclosing Party;
    - c. So far as it is practicable to do so immediately expunge any confidential information relating to the Disclosing Party or its projects from any computer,





word processor or other device in its possession or under its custody and control;  
and

- d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. The restrictions in the preceding clause shall not apply to:
- a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
  - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
  - c. The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
  - d. The confidentiality obligations shall survive the expiry or termination of the agreement between the bidder and the Bank.

#### **12.29. Service Continuity/Contract Extension**

Bidder recognizes that all services as mentioned in this RFP document are vital to Bank and Bidder agrees to provide continued services rendered by Bidder or its OEM partners till the renewal of the contract after the contract expiry or till any other alternate solution is implemented by the Bank.

The clause is also applicable in case of termination of the contract before the expiry. In case of termination of the contract before expiry, the Bidder agrees to provide services as mentioned in this RFP document till alternate arrangement is made by the Bank or 6 months, whichever is earlier.

#### **12.30. Change Management**

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

All the IT components proposed under the RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as





- security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc.

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

#### **12.31. Amalgamation**

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

#### **12.32. Disclaimer**

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





## Annexure A: Tender offer cover letter

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

Tender Reference No.: \_\_\_\_\_

To:

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

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, Engagement of Solution Provider For End To End management of Credit Card Solution & Operations For Five Years, Under Opex Model in conformity with the said tender documents in accordance with the Schedule of Prices indicated in the Commercial bid and made part of this tender.

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

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

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 10% of the Contract Price for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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

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

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





## Annexure B – Details of the Bidder

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

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) 2016-17 2017-18 2018-19	
9.	Profit of the company (not of group) 2016-17 2017-18 2018-19	
10.	GST No.	
11.	Whether direct manufacturer or authorized dealers/agent	
12.	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	
13.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	

## Annexure C - TECHNICAL SPECIFICATION DECLARATION FORM

Given under **Appendix A-01**





## Annexure D - UNDERTAKING LETTER FOR AUTHENTICITY OF THE PROPOSED SOLUTION

Ref. No: RFP 022020

With reference to the Solution being quoted to you vide Bid documents dated \_\_\_\_\_, we hereby undertake that all the components/parts/assembly/software's used in the proposed solution shall be original new components / parts/ assembly/ software only from respective OSDs/OEMs of the products and that no refurbished/ duplicate/ secondhand components/ parts/ assembly/ software are being used or shall be used.

We hereby undertake to produce the certificate from our OSD/OEM supplier in support of above undertaking at the time of delivery/installation, if required. It will be our responsibility to produce such letters from our OSD/OEM supplier's at the time of delivery or within a reasonable time.

The Software or Hardware to be provided as part of this RFP shall undergo through various level of security testing and shall be made secure enough to use in the banks network. We also undertake to certify and provide a reasonable level of assurance about the application being supplied is free of malware at the time of sale, free of any obvious bugs, and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done). **We are enclosing evidence for the same- (OSD/OEM declaration for hardware and software is to be submitted for this Para).**

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the items without demur, if already supplied and return the money if any paid to us by you in this regard.

We (System OEM name) also take full responsibility of both parts and service SLA as per the content even if there is any defect by our authorized service centre/Reseller/SI etc.

Authorized Signatory (Not less than Company Secretary of the Organization)

Signature:

Name and designation:

Office Seal





## Annexure E - MANUFACTURER AUTHORISATION FORM

Ref. No:

Dated: / /2020

To,  
The Deputy General Manager  
Information Technology,  
Bank of Maharashtra,  
Lokmangal, 1501,  
Shivajinagar,  
Pune

Dear Sir,

Sub: RFP-022020

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 confirm that our company (as a single unit, not the group) has had a turnover exceeding Rs 50.00 Crores of last three financial years (i.e. 2016-17, 2017-18 and 2018-19). We also confirm that we made profit in \_\_\_\_ years in last three financial years.

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 of M/s \_\_\_\_\_ is out of service due to any reason, we will make alternative arrangement for the service and maintenance of our product on same terms and condition.

Yours faithfully,

(NAME)

(Name of manufacturers)

Designation:

Contact No:

Mail ID:

Office Address:

For and on behalf of M/s \_\_\_\_\_ (OSD Name)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the Solution Provider. It should be included by the Bidder in its bid.*





## Annexure F - Commercial Bid Format

### Commercial Bid Proforma for submitting commercial bid

Commercial Bid proforma shall be:

Calculation of Total Cost Ownership- 1 Year	Expected Account Volume (Average) (Qty) (A)	Fee per Account per Year (Rs) (B)	Account Maintenance Fee - Per Account (Fee per Account X Acc_No's) C = A * B	Fee per Onsite Technical resource (D)	Total E=C + D
Year 1	50,000				
Year 2	1,00,000				
Year 3	1,50,000				
Year 4	2,00,000				
Year 5	2,50,000				
<b>TCO-1</b>					

#### Note:

1. The price to be quoted shall be inclusive of Excise, Duty and other charges but exclusive of GST, if any.
2. Account Maintenance Fee and Cost for Onsite Technical resource will be paid on monthly basis.
3. The above quoted rates are to be valid throughout the Contract period + 12 Months.
4. The commercial quote should be strictly as per the format mentioned above and any other format or qualification, conditionality or rates on slab basis will not be accepted.
5. Primary Card, related Add-on Card, Redundant Card, cards under various other network but sharing the credit limit of parent card are all considered as One Single account.
6. The Account shall be in active/live for at least 25 days per month for which the Account maintenance fee shall be applicable.
7. The Fees shall be inclusive of charges, levies, but exclusive of GST.
8. Card Volume indicated above is expected growth and cannot be considered as commitment from the Bank. The figures are only indicative for arriving TCO1.
9. Fee will be paid on Monthly basis on actuals.





### Calculation of Total Cost Ownership-2

Items	Particulars	Unit rate (Rs) (X)	Qty / month (y)	Total
F	One time Setup Fee for all modules (Implementation, Customization, Integration, Testing etc.)		1	Total= X * Y
G	Per Man day rate for future Enhancements, Customizations, if any		30 Man days	Total= X * Y
<b>TCO-2</b> H=F+G	<b>XXX</b>	<b>XXXXX</b>	<b>XXXXX</b>	

TCO-1 (Rs)	TCO-2 (Rs)	TCO= TCO-1 + TCO-2

Amount in words:

Optional Items			
Description	Qty (Q)	Rate (Rs) (R )	Total (Rs) T = Q x R
Cost for Customer Sourcing per application that is scrutinized as per the Bank's policy. (P)	1,000		
Cost for Per Card Plastic for EMV Cards (VISA, MasterCard & RuPay) (Q1)	5,000		
Cost for Per Card Plastic for EMV + Contactless Cards (With or Without NCMC Compliant) (All Card Networks) (Q2)	10,000		
Cost for Personalization Per Card (Without Photo) (R1)	250		
Cost for Personalization Per Card (With Photo) (R2 )	1,700		





Cost for Personalization Per Card (Full Photo/Image Card) (R3 )	50		
Cost for Management of Loyalty/Reward Points per Month (R4)	1		
Total Cost for Optional items per month $U = P+Q1+Q2+R1+R2+R3+R4$			
Total Cost for Optional items for Five Years $V = U \times 60$ (months)			





## Annexure G - FORMAT FOR PRE BID QUERIES

Queries Related to RFP

RFP 022020:					
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions





## Annexure H - Proforma for the Bank Guarantee for Earnest Money

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

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid unto

Amount of Bank Guarantee: Rs.

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

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

1. Whereas the Beneficiary had invited tenders for **ENGAGEMENT OF SOLUTION PROVIDER FOR END TO END MANAGEMENT OF CREDIT CARD SOLUTION & OPERATIONS FOR FIVE YEARS, UNDER OPEX MODEL** RFP No 022020 dated .....
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favor of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 25.00 lakhs (Rs. Twenty-Five lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s ..... hereinafter referred to as the said 'Contractors' have given their offer for **ENGAGEMENT OF SOLUTION PROVIDER FOR END TO END MANAGEMENT OF CREDIT CARD SOLUTION & OPERATIONS FOR FIVE YEARS, UNDER OPEX MODEL** at various locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
4. At the request of the said M/s..... the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing:

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs.25.00 lakhs (Rupees Twenty-five lakhs only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the





Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

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

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

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

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

Notwithstanding anything contained herein:

- a. The Bank's liability .....not exceed Rs. .... (Rupees .....
- b. This Bank Guarantee shall be valid up to ..... and .....
- c. The Bank ..... on or before ..... (date of expiry of the Guarantee).
- d. Every Guarantee shall be issued (regardless of the guarantee period) with a minimum claim period of one year from the date of expiry on top of the guarantee period so as to avail benefit of Exception 3 of the Clause 28 of the Indian Contract Act, 1872. In other words, the Bank issuing such guarantee will not be liable under such guarantee to the beneficiary after the expiry of the claim period of one year, regardless of period of limitation under the Limitation Act, 1963. Commi9ssion of the claim period also be charged to the customer.

Or

If a Bank Guarantee is issued with a claim period of less than one year on top of the Guarantee period, then such guarantee will NOT have the benefit of Exception 3 of the Clause 28 of the Indian Contract Act, 1872. In other words, the Bank issuing such guarantee could stand exposed to period of limitation under the limitation Act, 1963, which period is 30 years when the Government is the guarantee beneficiary and 3 years when any other party is the guarantee beneficiary.

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

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

For and on behalf of the Guarantor Do so and

to affix the seal of the Bank, in the presence of .....





## Annexure I – COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 022020

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 022020 for the **engagement of Solution Provider for end to end management of credit card solution & operations for five years, under opex model.**
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
9. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
10. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
11. Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
14. If successful, we are agreed to provide uninterrupted service for next 3 years.

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

Name:  
Designation:  
Organization:

Place:

Stamp:  
Date:  
Signature:





## Annexure J - Non Disclosure Agreement

(On stamp paper of relevant value)

This Non-Disclosure Agreement is made and entered into at \_\_\_\_\_ this day of 2020

BY AND BETWEEN Bank of Maharashtra, a company incorporated and registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at Lokmangal, 1501, Shivajinagar, Pune 411005 (hereinafter called "the Purchaser/Bank" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the ONE PART and (Name of System Integrator) of (please specify the registered office of the (System Integrator) (hereinafter called "the System Integrator/Contractor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The System Integrator and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids for engagement of System Integrator to setup IT infrastructure at the various branches ( $\pm 25\%$  of the total) of the Bank. M/s\_\_\_ after going through the Bid Documents and being interested to act as System Integrator and provide the services for setup of IT infrastructure at the various branches ( $\pm 25\%$  of the total) branches of Bank, has submitted its Bid.

WHEREAS, the System Integrator is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the System Integrator in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Bank granting the contractor and or his agents, representatives to have specific access to Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) Treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure.

Confidential Information does not include information which:

1. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract;





2. is the public domain

(iii) is received from a third party not subject to the obligation of confidentiality with respect to such information;

(iv) is received from a third party not subject to the obligation of confidentiality with respect to such information

(v) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient

Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the System Integrator's personnel to be present on premises of Bank or may require the System Integrator's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the System Integrator's personnel under such circumstances and to provide notice to the System Integrator's of the confidentiality of all such information. Therefore, the System Integrator agrees and undertakes that any technical or business or other information of Bank that the System Integrator's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorised representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

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

**Indemnity:** The System Integrator/Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/Contractor. and / or breach of any provisions of this Agreement, including but not limited to any claim from





third party pursuant to any act or omission of the System Integrator/Contractor, in the course of discharge of its obligations under this Agreement.

The provisions hereunder shall survive termination of the Contract.

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

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





## Annexure K - ELIGIBILITY CRITERIA EVALUATION

Sl.	Details	Support Documents to be submitted
1.	The bidder should be a Registered Company under Indian Companies Act 1956 / Government Organization/PSU/PSE, and Should have been in operation for 3 (Three) years as on as on 31/12/2019. (with valid GST Tax registration certificate)	Limited Company - Certified copy of Certificate of Incorporation, Memorandum & Article of Association and Certificate of Commencement of Business. For other eligible entities- Applicable documents. (GSTN certificate should be submitted along with the bid)
2.	The bidder should have at least 3 (three) years expertise and experience in Implementation and Maintenance of Credit Card Solution for at least 2 Scheduled Commercial Banks in India	Performance Statement (as per format in Annexure along with any of the following documents should be submitted to substantiate the claim: (1) Copy of Purchase Orders along with solution acceptance/Go-Live certificate (2) Credential Certificate or letter given by Scheduled Commercial Banks mentioning following: i) Name of the solution implemented ii) Exact period for which the proposed solution has been in operation iii) Number of Credit Cards maintained in the solution iv) Satisfactoriness of the services have to be specifically mentioned by the client Banks. <b>Client references without mention on Satisfactoriness shall not be considered.</b>
3.	The Bidder should be processing active credit card base of at least 3 lakh Active Credit cards as on 31-03-2020.	Self-Declaration with number of Cards managed with each Bank (Public and Private sector Bank in India.)
4.	Bidder should be PCI-DSS Certified, and the certification should be in force.	Copy of the relevant certificate/documentary proof to be submitted
5.	The Platform should be scalable to support increased transaction volume during the Contract period and extensions, if any.	Declaration Certificate to be Submitted.
6.	The Bidder should have a minimum average annual turnover of ₹50.00 Crores (Rupees Fifty Crores Only) during last three financial years i.e. 2016-17, 2017-18 & 2018-2019.	Certified copies of Audited Balance Sheet / Financial Statements / Annual Reports and P&L Statement (as the case may be) for the last three financial years.
7.	The Bidder should be a profit making company/organization and should have earned Net profit in at least two of the preceding three Financial Years (2016-17, 2017-18 & 2018-19) and Operating Profit in remaining Financial Years, as per the audited Financial	--Same as Above--





	Statements and should have a positive Net Worth of 10 Crores.	
8.	The Bidder should not have been blacklisted by IBA/RBI/Government/Public Sector Undertakings/NPCI/Any other regulatory Authority during the last three years and the said disability should not be in force	A self-declaration by the Bidder on their company letterhead
9.	The Bidder shall comply with the Storage of Payment Data norms vide circular number RBI/2017-18/153 DPSS.CO.OD No. 2785/06.08.005/2017-2018 issued by Reserve Bank of India on 6 April 2018. Bank requires to store the entire transaction data within India	The Bidder (inclusive for the products, services outsourced to Third Party Sub Vendors, if any) shall submit the System Audit Report (SAR). The audit should be conducted by CERT-IN empaneled auditors certifying completion of activity. The SAR duly approved by the Board of the bidders
10.	Bidder shall have to accept all the clauses of Integrity Pact as mentioned in the document in <b>Annexure L</b>	On stamp paper of Rs. 500

#### ANNEXURE- K-1: Credential Certificates

Criteria: The Bidder Should have implemented Credit Card Management Solution and shall have active credit card base of 3 Lakh Credit Card (as per latest published RBI report on ATM & Card Statistics as on May 2019)

#### Scoring Methodology:

SI No	Number of Relevant Credentials.	Marks
1	Credential from Two Bank	5 marks
2	Credential from Three Banks	10 marks
3	Credential from Four Banks	15 marks
4	Active credit card base 3 lakh	5 marks
5	Active credit card base 5 lakh	10 marks
6	Active credit card base 10 lakh	15 marks





## Annexure L – Pre Contract Integrity Pact

### PRE CONTRACT INTEGRITY PACT

#### General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of month of \_\_\_\_\_ 2018, between on one hand, Bank of Maharashtra through authorized official Shri \_\_\_\_\_, General Manager, Information Technology Department, Bank of Maharashtra (hereinafter called the “BUYER”, which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Chief Executive Officer (herein called the “BIDDER/Seller” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to **Engagement Of Solution Provider For End To End Management Of Credit Card Solution & Operations For Five Years, Under Opex Model** and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said **ENGAGEMENT OF SOLUTION PROVIDER FOR END TO END MANAGEMENT OF CREDIT CARD SOLUTION & OPERATIONS FOR FIVE YEARS, UNDER OPEX MODEL** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

#### 1. Commitments of the BUYER:

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





advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### 3. COMMITMENTS of BIDDERS

- . The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
  - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be





paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

#### **4. Previous Transgression**

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





## 5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (*to be specified in RFP*) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:

5.1.1 Bank Draft or Pay Order in Favor of **Bank of Maharashtra IT Department**

5.1.2 A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.1.3 Any other mode or through any other instrument (to be specified in the RFP)

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

## 6. Sanctions for Violations:

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

6.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

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

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

6.1.4 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.





- 6.1.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 6.1.6 To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7 To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8 To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9 In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.1.10 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

## **7. Fail Clause:**

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

## **8. Independent Monitors:**

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





same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

## **9. Facilitation of Investigation**

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

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

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

## **11. Other Legal Actions:**

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

## **12. Validity:**

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.





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

BUYER

BIDDER

Name of the Officer:

Designation:

IT Department

Bank of Maharashtra

CHIEF EXECUTIVE OFFICER

(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

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

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

Witness:

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

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





### **Annexure M - Undertaking of Information Security**

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

To  
The Deputy General Manager  
Information Technology,  
Bank of Maharashtra,  
Lokmangal, 1501,  
Shivajinagar,  
Pune

Sir,

**Sub: RFP for Engagement of Solution Provider For End To End Management Of Credit Card Solution & Operations For Five Years, Under Opex Model.**

We hereby undertake that the proposed RFP “**Engagement of Solution Provider for End To End Management Of Credit Card Solution & Operations For Five Years, Under Opex Model**” solution to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name Address

Email and Phone





**Annexure N - MANUFACTURER / OSD - SELFDECLARATION FORM**

**Ref. No:**

**Dated:**        / /2020

To,  
The Deputy General Manager  
Information Technology,  
Bank of Maharashtra,  
Lokmangal, 1501,  
Shivajinagar,  
Pune

Dear Sir,

Sub: RFP-022020

We.....who are established and reputable company / solution developers of \_\_\_\_\_ etc. having offices at ..... and .... do hereby authorize M/s. (Name and Address of Agents / partners) to submit a bid, negotiate, sign the contract and conclude the contract with you for the solutions developed by us against the above RFP.

We hereby confirm that we are the “Original Solution Developer (OSD)” of the solution required under “**RFP-022020 Engagement of Solution Provider For End To End Management Of Credit Card Solution & Operations For Five Years, Under Opex Model**” and we own the solution and its relevant rights.

We hereby extend our full onsite guarantee, onsite warranty support as per Clauses of Contract for the goods and services offered for supply by the above organization against this RFP and we will provide service support for five years to the Bidder.

Yours faithfully,

(NAME)

(Name of manufacturers)

(Name and Contact detail)

Designation:

Contact No:

Mail ID:

Office Address:

For and on behalf of M/s\_\_\_\_\_ (OSD Name)

*Note: This letter of authority should be on the letterhead of the OSD concern and should be signed by a person competent and having the power of attorney to bind the Solution Provider. It should be included by the Bidder in its bid.*





**Annexure O - DETAILS OF PERMANENT OFFICE**  
**(To be submitted on the letter head of the bidder)**

Ref. No.

Date:

To,  
The Deputy General Manager  
Information Technology,  
Bank of Maharashtra,  
Lokmangal, 1501,  
Shivajinagar,  
Pune

Dear Sir,

Sub: RFP-022020

We have permanent offices at the following locations across India. Please include centralized Toll Free Number if any.

Sl no	Location & Address	Contact Person & Designation	No of Officials Deployed	Ph. No and email address (including Toll Free No.)

Seal & Signature of Authorized signatory:





## **Annexure P - Guidelines, terms & conditions and process flow for e-procurement auction**

### **Introduction:**

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

This annexure consists of rules for E Procurement Auction, Terms and conditions and Formats for submission of acceptance by the bidders.

### **1) Rules for E Procurement Auction (Reverse Auction):**

#### **a. APPLICABILITY:**

- i. Reverse Auctions are carried out under the framework of rules that are called Rules for Reverse Auction.
- ii. All bidders participating in Reverse Auction shall understand/ accept and give an undertaking for compliance with the same to the Bank in the prescribed format as specified in Format-A.
- iii. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

#### **b. ELIGIBILITY:**

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

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

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

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

- i. The Bank will facilitate training for participation in Reverse Auction through the service provider for the Reverse Auction. During the training the Bidders shall be explained the rules related to the Reverse Auction to be adopted. Bidders are required to give compliance on it before the start of bid process.
- ii. Wherever necessary, the Bank / service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.
- iii. Any bidder/bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.
- iv. Each bidder / bidder shall participate in the training at his / their own cost.

#### **e. DATE/ TIME FOR TRAINING:**





- i. The Venue, Date, Time etc. for training in Reverse Auction shall be informed later.
- ii. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

**f. DATE/ TIME OF REVERSE AUCTION:**

- i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.
- ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

**g. CONDUCT OF REVERSE AUCTION:**

- i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- ii. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/ appointed/ empaneled by the Bank.

**h. PROXY BID:**

- i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is detrimentally reached by other bidders.
- ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
- iv. During training, the issue of proxy bidding will be clarified in detail by the service provider.

**i. TRANSPARENCY IN BIDS:**

- i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

**j. MASKING OF NAMES:**

- i. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.

**k. START PRICE:**

- i. Bidders will fill the unit cost of the line items mentioned in ANNEXURE-G OF RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the TCO of ANNEXURE-G OF RFP. This total value is taken as the start price of the bidding process.

**I. DECREMENTAL BID VALUE:**





- i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.1,00,000/-.
- ii. The bid decrement value shall be in multiples of Rs. 1,00,000/-.
- iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decremental value will be appropriated across the line items of ANNEXURE G OF RFP proportionately by the system.

**m. REVERSE AUCTION PROCESS:**

- i. The procurement process shall be completed through a single Reverse Auction.
- ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per ANNEXURE-G OF RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the service provider by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the service provider. This should be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to the Service provider to upload the faxed prices online. In case the required time is not available with the Service provider at the time of receipt of fax message, the Service provider will not be uploading the prices. It is thus requested from the bidders not to wait till the last moment to quote their bids so as to avoid any such complex situation.

**n. EXPENDITURE ON REVERSE AUCTION:**

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

**o. CHANGES IN BUSINESS RULES:**

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

**p. OTHER INSTRUCTIONS:**

- i. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.





- ii. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- iii. Neither Bank nor service provider can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

**q. ERRORS AND OMISSIONS:**

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

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

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in ANNEXURE-G of RFP to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.
- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- k. Bidder is not required to submit commercial bids in hard copy in a separate cover as mentioned in RFP, as Bank has decided to adopt Reverse Auction process for finalization of the bidder for placing the order.
- l. Only those bidders who are technically qualified and competent to provide the required solution as per RFP are only eligible to participate in Reverse Auction Process.





## Annexure Q - ESCALATION MATRIX

Name of Company:

Delivery Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 24 hours)					
		Regional/Zonal Head (if response is not received in 48 hours)					
		Country Head (if response is not received in 1week)					

Name of Company:

Services Related Issues:

Sl. No	Name	Designation	Full office Address	Phone No	Mobile No	Fax	Email address
		First Level Contact					
		Second Level Contact (if response is not received in 4 hours)					
		Regional/Zonal Head (if response is not received in 24 hours)					
		Country Head (if response is not received in 48 hours)					

Any change in designation, substitution will be informed to the bank immediately

Signature:

Name of Representative:

Designation:

Company Seal:





## Annexure R - CREDENTIAL LETTER FROM SCHEDULED COMMERCIAL BANK(S)/ PSBs

Performa of Certificate from Public, Private Banks where the Bidder has provided the End-to-End Credit card Solution.

**(To be submitted on the letter head of the Concerned Bank)**

Ref. No.

Date:

To,  
The Deputy General Manager  
Information Technology,  
Bank of Maharashtra,  
Lokmangal, 1501,  
Shivajinagar,  
Pune

Dear Sir,

Sub: Implementation of End-to-End Credit Card Solution

We hereby confirm that M/s ..... has provided End-to-End Credit card Solution to our \_\_\_\_\_ Bank during the year \_\_\_\_\_ and we are satisfied with the services provided by them.

M/s. \_\_\_\_\_ is/was our selected vendor up to \_\_\_\_\_ for (name of the Service provided).

SI No	Item/solution/services	Approximate No. of Active Credit Cards.	Approximate No of Transactions handled per month.
1			
2			
3			

The implementation and maintenance support from the vendor M/s. \_\_\_\_\_ is/was satisfactory.

Place:

Bank's seal and signature

Date:

of Authorised Signatory. (For Bank)

**(Submit Reference letter from Clients from Public and Private sector Bank of India with specific mention of**

- 1. Solution Live date**
- 2. Approximate Card Volume Managed**
- 3. Client Satisfactoriness.)**





## Annexure S - BIDDER'S & PRODUCT INFORMATION

To,  
The Deputy General Manager,  
Bank of Maharashtra,  
IT department, 1501,  
Lokmangal, Shivaji nagar,  
Pune-411005

Sub: supply, installation & maintenance of Loyalty Rewards Program

With reference to your RFP No. 022020Dated (Read with its Addendums/ Corrigendum/ Amendments), we submit necessary information hereunder:-

1.	Name & address of the Company with direct phone numbers	
2.	Name of the company	
3.	Registration No. and date of establishment	
4.	Website Address	
5.	Email Address	
4	Present strength of the firm (a) Number of employees (b) Count and List offices	
5	Count of employees on rolls of the company	
6	Count of employees in proposed service	
7.	Detail of Tender Fee and Earnest Money Deposited.	
8.	Figures for last 3years (in Crores with two decimal):- Annual Turnover Profit	
9	Income Tax PAN	
10	Service Tax Registration No.	

## GENERAL PRODUCT INFORMATION

Proposed Product Name	
Current version and release date	
Largest customer for this product Name of the customer Number of employees Number of offices/ branches	
In case of licensing, explain software licensing system fee structure. Is it restricted as to location of installation or global?	
Whether source code is provided?	



Is the license agreement on per site, per CPU, per concurrent user, per named user, per server license, per database or enterprise basis?	
Escrow availability of Source Code	
If there are any other features that will be useful in evaluating the product(s) / solution, please state them	
What major enhancements are planned?	
Describe any limitations on the use of the proposed products.	
What is the roadmap of your product for the next 3 to 5 years? Please discuss in detail. Use additional sheets if required.	
How many releases of your product have been produced during the last five years?	
What is the next scheduled major release of your software? Whether the same will be provided to the Bank under AMC/ATS Contract?	
How often are new versions released?	
Has there been a major rewrite of the proposed systems since the original?	

#### DECLARATION

I/ We hereby declare that the terms and conditions of the tender stated here in and as may be modified / mutually agreed upon are acceptable and binding to me / us. We understand and agree that:-

1. The Bank is not bound to accept the lowest bid or may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
3. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
4. We assure to comply with the hardware configuration, that will be original, no duplicate or old/used parts will be supplied. Software licenses numbers will be provided and will be genuine.
5. We undertake to give a service commitment along with availability of spare parts during the contract period.

<b>Name of the Authorized person</b>	
<b>Mobile no.</b>	

Date:  
Place:

**SIGNATURE OF AUTHORISED  
Official Stamp:**





## Annexure T - DETAILS OF HARDWARE AND SOFTWARE / OPERATING SYSTEMS

All Bidders are requested to specify the **Sizing** to meet the requirements as per RFP required by the Bidder

Sl. No.	Description	Qty.	Complete configuration / details *
1.	Hardware Specifications required at DC & DR for <b>Credit Card Data Management System</b> (Please specify Server configuration)		
2.	Software/Operating System/Bandwidth Details		
3.	Application Details		
4.	Any other, please specify.		

\*Details should include

- 1) OEM of the product & Model/version Name
- 2) Date of Release of Product
- 3) Date of End of Sale
- 4) End of Life (EoL) : detail of the offered equipment
- 5) End of Support (EoS) : detail of the offered equipment

Bidder has to provide the specifications / configurations of the Hardware, Operating system and Specifications of the Application Software, other dependencies including third party software / hardware which bidder will provide separately as a part of the project.

End of sales / End of support: Bidder has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 year from the date of acceptance of purchase order. In the event if any equipment supplied by the bidder reaches end of support, within the contract period from the date of supply, the bidder has to replace the equipment at no additional cost to the Bank

Note: Successful bidder has to arrange for required Hardware, Operating system Licenses, Dependent software etc.

**Detailed BOM has to be enclosed along with this annexure.**





**Annexure U - Experience In End-To-End Credit Card Solution Implementation And Management (For The Last Five Years).**

Ref. No.

Date:

**Sub: RFP-022020**

Name of the Bidder:

Details of End-to-End Credit Card Solution Implemented services to meet eligibility criteria:

Sl.	PO No. and Date	Order placed by Organization (Name and Full Address)	Description of Ordered Solution & Services	Date of Completion of delivery and installation	
				As per Purchase Order	Actual
1.					
2.					
3.					
4.					

Date:

Seal and Signature of authorized Signatory: