

**RFP Reference No. 112018**

**Supply, Installation, and Maintenance of  
Aadhaar Enrolment Kit  
at  
Branches of Bank of Maharashtra & its sponsored RRB**



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

**Cost of Tender Document Rs 5,900/- (incl. GST @ 18%) (Non-Refundable)**



## AADHAAR ENROLLMENT KIT

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## AADHAAR ENROLLMENT KIT

### 1. INVITATION FOR TENDER OFFERS

In order to meet the Aadhaar Enrolment Kit requirement for Bank of Maharashtra & its sponsored RRB invites sealed tender offers (Technical bid and masked Commercial bid) from eligible, reputed manufacturers and / or authorized dealers of Aadhaar Enrolment Kit for supply, installation, commissioning and maintenance of Aadhaar Enrolment Kit with minimum commitment of 240 Aadhaar Enrolment Kit within period of one year at its branches.

A complete set of tender documents may be purchased by eligible bidder on payment of a **non-refundable fee of Rs.5,900/- (Rs. Five thousand Nine Hundred only) incl. GST** by demand draft / bankers cheque in favor of Bank of Maharashtra and payable at Pune.

#### Bid Collection and Submission:

<b>Tender Reference number</b>	<b>112018</b>
Price of Tender Copy	Rs.5,900/-(Incl. GST) #
Date of commencement of sale of tender document	27 <sup>th</sup> June 2018
Queries to be mailed by	3 <sup>rd</sup> July 2018
Queries to be mailed to the mail IDs	<a href="mailto:apurva.kshatriya@mahabank.co.in">apurva.kshatriya@mahabank.co.in</a> <a href="mailto:vivek.vyavhare@mahabank.co.in">vivek.vyavhare@mahabank.co.in</a> <a href="mailto:cmfi@mahabank.co.in">cmfi@mahabank.co.in</a> <a href="mailto:cmfites@mahabank.co.in">cmfites@mahabank.co.in</a>
Pre-Bid meeting with Bidders	5 <sup>th</sup> July 2018 at 3.00 PM
Last Date and Time for receipts of tender offers	13 <sup>th</sup> July 2018 - 2.00 PM
Time and Date of Opening of technical bids	13 <sup>th</sup> July 2018 – 4.00 PM
Place of Opening tender offers	Bank of Maharashtra IT Department, Head Office, 1501, Lokmangal, Shivajinagar, Pune-411005.
Address of Communication	As above
Earnest Money Deposit	Rs.6,00,000/- #

**# Exemption for Price for Tender Copy & EMD for Eligible Bidders as mentioned in Eligibility Criteria.**

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

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.



## AADHAAR ENROLLMENT KIT

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Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document and its all annexure.

General Manager  
Information Technology



## AADHAAR ENROLLMENT KIT

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**Disclaimer :** This RFP is not an offer by Bank of Maharashtra, but an invitation to receive response from Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Contract is signed and executed by duly authorized officers of Bank of Maharashtra and its sponsored RRB with the Bidder.

### Instructions to bidders

#### About Bank of Maharashtra

Bank of Maharashtra is a Public Sector Bank with a standing of 82 years. It has a three tier organizational set up consisting of Branches, Zonal Offices, and Head Office. The Bank has more than 1850 fully computerized branches spread across the country. In the state of Maharashtra itself, it has more than 1000 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporates, agriculturists and importers & exporters.

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

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

Maharashtra Gramin Bank (MGB) is a Regional Rural Bank (RRB) sponsored by the Bank, having its Head Office at Aurangabad, Maharashtra State. Maharashtra Gramin Bank is having 410 branches spread over 6 regions viz. Aurangabad, Beed, Latur, Nanded, Parbhani and Thane.

Bank of Maharashtra is appointed as a Registrar and Enrolment Agency to UIDAI for implementation of UID project, to issue UID Number termed as 'Aadhaar' to public at large.

Bank of Maharashtra as a Registrar and Enrolment Agency to UIDAI intends to select vendor for supply, installation and maintenance of Aadhaar Enrolment Kit for Aadhaar Enrolment centers at identified Branches of the bank.

Approximately 200 branches of Bank of Maharashtra & 40 branches of Maharashtra Gramin Bank (an RRB sponsored by Bank of Maharashtra) totaling 240 centers are envisaged to be covered through this RFP PAN India basis, which may be increased / decreased at the sole discretion of the Bank.



## AADHAAR ENROLLMENT KIT

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### 1.1. Two Bid System Tender

The Technical Bid must be submitted at the same time in **sealed envelopes**, giving full particulars, at the Bank's address given below, on or before the scheduled date given above. All envelopes should be securely sealed and stamped. Information brochures should be distinctly separated from the other documents by way of separator sheets and submitted in an orderly and neatly bound manner.

**Important: The eligibility credentials, financial reports & product information brochures shall be distinctly separated by separator sheets positively and the technical bid shall be submitted in an orderly and neatly bound.**

Bank's address
The Deputy General Manager IT Department, Bank of Maharashtra "Lokmangal", 1501, Shivajinagar Pune – 411005

Following two officers have been authorized to accept the tender documents

1. Apurva Kshatriya, Senior Manager- Head Office Pune
2. Vivek Vyavhare , Manager- Head Office Pune

**All the envelopes must be super-scribed with the following information:**

- Type of Offer (Technical)
- Tender Reference Number
- Due Date
- Name of Bidder

All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company. Letter of authorization from competent authority be produced along with the proposal.

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





## AADHAAR ENROLLMENT KIT

### ENVELOPE-I (Technical bid along with softcopy):

The Technical bid should be complete in all respects and contain all information asked for **except prices**. The TECHNICAL BID should include all items asked for in RFP. 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. For example, the Technical bid should mention that AMC charges are included in the Commercial bid, without mentioning the actual amounts in the TECHNICAL BID. **A photo copy of original Commercial offer with prices duly MASKED be submitted along with the Technical Bid.** Bank reserves the right to reject any bid submitted without masked commercial.

### ENVELOPE-II (Commercial bid):

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A Photo copy of the Commercial Bid duly masking the prices is 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 three envelopes containing the Technical bids (Two copies in Separate envelopes) 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.

### 1.2. Schedules of the Tender

This tender comprises of following schedules.

Schedule No.	Name of Schedule	Components
I	Aadhaar Enrolment Kit	Supply and installation of Aadhaar Enrolment Kit
II	AMC	Annual Maintenance Contract
III	TCO	Total of the Total Cost of Ownership

**It is mandatory for the bidder to quote for all the three schedules & all the items in the schedules. Incomplete offers are liable for rejection.**

The bidder must ensure that Aadhaar Enrolment Kits & AMC as specified in the above two schedules are offered by them and bidder must successfully install and commission Aadhaar Enrolment Kits to offer a complete, successful, cost effective and efficient solution.



## AADHAAR ENROLLMENT KIT

### 2. Eligibility & Qualification Criteria

SN	Eligibility of the Bidder	Supporting Documents
1.	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for last 3 years.	Copy of the certificate of incorporation should be enclosed as documentary proof.
2.	The Bidder should have a minimum turnover of Rs. 5 crores per year in the last three financial year's i.e 2015-2016, 2016-2017 and 2017-2018. This must be the individual Company's turnover and not that of any group of Companies.	Audited Balance sheet should be submitted for the FY-2015-2016, 2016-2017 and 2017-2018
3.	The Bidder should be a profit making company or have a positive net worth in at least two years during last 3 financial years. (2015-16, 2016-2017, 2017-18)	A copy of relevant years' audited annual reports / financial statements shall be submitted with the offer in support of net sales turnover and profit
4.	The Bidder should have been in the domain of providing Aadhaar enrolment kits and have successfully implemented in Government / Public Sector Banks / Private Sector Banks / Financial Institutions with at least 200 Branches.	Relevant supporting documents such as customer credentials/ Purchase Order along with proof of order execution.
5	The bidder shall have exclusive support infrastructure/centers for maintenance of Aadhaar Enrolment Kit at minimum locations across the country (refer Annexure G (B-1 & B2)) either own or through franchisee.	List of such support centers with contact persons, telephone numbers and addresses should be enclosed
6.	The bidder should be able to provide efficient and effective support at all centers, so as to meet service support with maximum 8 hours response time	A commitment to this effect should be furnished and Undertaking in letter head to provide onsite support.
7.	The Bidder shall not have been blacklisted by any government organization / banks.	Self-declaration to that effect shall be submitted along with the technical bid
8.	The bidder should comply to the "Adoption of pre contract Integrity Pact" Clause as per Annexure J	Signed integrity pact ( as per annexure-J) should be submitted along with the technical bid on a stamp paper of Rs.500/-
9	The proposed Aadhaar enrolment Kit should be STQC and UIDAI authorized.	STQC and UIDAI authorized certificate and Each product technical information document needs to be furnished.



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

### 2.1. Quality Standards

Bank of Maharashtra is looking for well-proven branded products, and are used by a large number of users in India / abroad. All products quoted should be associated with specific model numbers and names and with printed literature describing configuration and functionality. Any deviations from the printed specifications should be clearly identified in a separate Annexure titled 'Deviations' which must be supplied by the bidder along with the offer document. Bank reserves the right to reject the bids in case of deviations.

### 2.2. 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**, (valid for 90 days) for an amount of **Rs. 6.00 lakhs (Rupees Six 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 (Valid for 180 days) in lieu of EMD for an equivalent amount issued by any Public Sector Bank (other than Bank of Maharashtra) or any Schedule Commercial Bank acceptable to Bank of Maharashtra. For Bank Guarantee other than from a Public sector bank, prior permission of Bank of Maharashtra shall be essential. **The format of Bank Guarantee is enclosed.**

### 2.3. 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.

### 2.4. Qualification Criteria

The bidders fulfilling all the "eligibility criteria" mentioned under Point 2 above only will be subjected to further process of technical evaluation.

### 2.5. Terms and Conditions



## AADHAAR ENROLLMENT KIT

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 on the outcome of the tender process.

### 2.6. Non-transferable Tender

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

### 2.7. Soft Copy of Tender document

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

The bidders who are submitting the bid by downloading the same from the Bank’s website will have to pay the **non-refundable fee of Rs.5,900/- (incl. of GST)** by way of a demand draft / bankers’ cheque in favour of Bank of Maharashtra payable at Pune while submitting the bid. In case the bidder chooses to attend the pre bid meeting, the bidder should send DD for Rs.5,900/- being the cost of tender document. **Purchase of tender document is mandatory for attending pre-bid meeting.**

### 2.8. Offer validity Period

The offer should hold good for a period of 180 days from the date of the opening of Commercial bid.

### 2.9. Address of Communication

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

**The Deputy General Manager,  
Information Technology,  
Bank of Maharashtra,  
Head Office, “Lokmangal”,  
1501, Shivaji Nagar, Pune – 411 005  
Emails: [dgmitd@mahabank.co.in](mailto:dgmitd@mahabank.co.in),**



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### 2.10. 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 **12 March 2018** on the address as mentioned above. Queries not received in the format as per **Annexure-K** 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 if 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 K**

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 K**.

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.**

### 2.11. 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. **A copy of the authorization letter should be brought for verification.**

### 2.12. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

#### **a) Eligibility Criteria :**

Bank of Maharashtra will undertake primary scrutiny of the eligibility of the bidders as per "eligibility criteria" mentioned under point no.2 above based on the documents submitted. The offers of the bidders fulfilling the above eligibility criteria only will be taken up for further



## AADHAAR ENROLLMENT KIT

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scrutiny i.e. technical evaluation. This primary scrutiny will be taken up on the last date of the technical bid submission, in the evening same day.

### b) 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. Only those bidders who qualify in technical evaluation will be short listed for commercial evaluation. The formats for **Technical Evaluation** is enclosed vide **Annexure A**. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents. Bank may, if it deems necessary, ask for presentations of the bidder or site visits of their facilities to assess and satisfy itself on manufacturing/supply chain and support capabilities of the bidders.

### c) Commercial Evaluation :

**Bank reserves the right of selection of Vendor either by Opening of Commercial Bids or reverse auction (of those vendors who are found eligible after evaluation of Technical Bids) Bidders should quote the best competitive price in the commercial bid .**

Bank will open and scrutinize commercial offers of technically qualified bidders only. The **Commercial bids** will have to be submitted in the format as per **Annexure-H**. Commercial bids should not have any alteration or overwriting. The Bank may reject or load the financial implication of any alteration found in the commercial bid submitted by the respective bidder. The calculation done by the Bank will be final and binding on the bidders. If any cost item in the commercial bid is found to be blank and not filled with any amount, it shall be considered as zero and the same will have to be offered to the Bank free of any charges. Bank will consider Five years' TCO (Total Cost of Ownership) for the purpose of price comparisons given by the bidders on the figures in the **Schedule III of Annexure H**. Only the details of **Schedule-III** will be read subject to verification after opening of commercial bids. The lowest commercial bid will be eligible for selection.

### 2.13. 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.





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### 2.14. 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.

### 2.15. Documentation

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

- Make and model numbers Aadhaar Enrolment Kit quoted for.
- Specifications of all items asked along with technical specifications table.
- All the software along with the Aadhaar Enrolment Kit should be free of cost and bank will not pay any amount for the same.

### 2.16. 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)

### 2.17. Make, Models & Part numbers of the equipment

It is mandatory to provide the make, model and part number of Aadhaar Enrolment Kit and their subcomponents as asked for in the technical specification. The offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items offered. Please note that substituting this information by just brand name is not enough. (Part no of the sub components may be provided.)



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### 2.18. Format for Technical bid

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

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

1. Index
2. Covering letter on letterhead of bidder. This should be as per Annexure C.
3. Details of the bidder, as per Annexure D.
4. Compliance of eligibility criteria along with support documents in following format.

Sl.	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for last 3 years.		Dated -----
2	The Bidder should have a minimum turnover of Rs. 5 crores per year in the last three financial year's i.e 2015-2016, 2016-2017 and 2017-2018. This must be the individual Company's turnover and not that of any group of Companies.		
3	The Bidder should be a profit making company or have a positive net worth in at least two years during last 3 financial years. (2015-16, 2016-2017, 2017-18)		(Rs in Lakhs)
4	The Bidder should have been in the domain of providing Aadhaar enrolment kits and have successfully implemented in Government / Public Sector Banks / Private Sector Banks / Financial Institutions with at least 200 Branches.		
5	The bidder shall have exclusive support infrastructure/centers for maintenance of Aadhaar Enrolment Kit at minimum locations across the country (refer Annexure G (B-1 & B2)) either own or through franchisee.		





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6	The bidder should be able to provide efficient and effective support at all centers, so as to meet service support with maximum 8 hours response time	:	
7	The Bidder shall not have been blacklisted by any government organization / banks.		
8	The bidder should comply to the "Adoption of pre contract Integrity Pact" Clause as per Annexure J		
9	The proposed Aadhaar enrolment Kit should be STQC and UIDAI authorized.		

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

- Technical bid with Specifications as given in **Annexure A**, complete with all the columns filled in.
- 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 3.1 to 3.31

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
3.1	Support Personnel		
3.2	Technical Inspection & Performance Evaluation		
3.3	Payment Terms		
3.4	Delivery, Installation and Commissioning		
3.5	Completeness of Installation		
3.6	Order Cancellation		
3.7	Inter-working of hardware & Software		
3.8	Acceptance Tests		
3.9	Software Drivers & Manuals		
3.10	Aadhaar Enrolment Kit Warranty		
3.11	AMC		
3.12	Spare Parts		



## AADHAAR ENROLLMENT KIT

3.13	Liquidated Damages		
3.14	Penalty for Delay		
3.15	Penalty for Downtime		
3.16	Failure		
3.17	IT Act		
3.18	Aadhaar Act		
3.19	Indemnity		
3.20	Publicity		
3.21	Application Software & Drivers		
3.22	Guarantees		
3.23	Force Majeure		
3.24	Resolution of Disputes		
3.25	Non Disclosure Agreement		
3.26	Levies and taxes		
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**Note: The response to the terms & conditions will be verified based on above table.**

7. Warranty (for all relevant schedules). This should not contain any price information.
8. Delivery and Implementation schedule.
9. Technical Documentation (Product Brochures, leaflets, manuals etc.). An index of technical documentation submitted with the offer must be enclosed.
10. System software details.
11. Manufacturers' Authorization Form ( if applicable ) as per Annexure E
12. Details of Past installation , as per Annexure F
13. Details of support centers as per Annexure G
14. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)
15. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
16. All documentary evidence wherever required to be submitted be properly arranged.
17. Copy of the Commercial Bid duly masking the price column.
18. Signed Integrity pact as per Annexure-J on a stamp paper of Rs.500/-.

### 2.19. Masked Commercial



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

### 2.20. Scope of Work

Bank is proposing to purchase 240 numbers of Aadhaar Enrolment Kit with minimum commitment of 100 Aadhaar Enrolment Kit within period of one year at its branches.

As regards remaining quantity of Aadhaar Enrolment Kits, It will be Banks discretion to go ahead with the purchase. Bank may or may not procure the balance number of Aadhaar Enrolment Kits. If purchased, the rate shall remain the same for one year from the date of first purchase order.

To supply, install, configure, test, commission and maintain the Aadhaar Enrolment Kits. The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The vendor will arrange to shift the equipment and install and commission the same.

Providing service and onsite support during warranty period without any extra cost to the Bank and post warranty period as per Bank's requirement under AMC.

Scope also includes, without any extra cost to the Bank, resolving hardware and software related issues during warranty and during post warranty period including installation/reinstallation of the Aadhaar Enrolment Kits and related software, patches, bug fixes (where ever provided by the Bank), configuration to network, driver installation, if required, due to any reason what-so-ever.

The bidder should have to implement Aadhaar Enrolment Kits with the Bank's site within 4 weeks' time from the date of placement of order.

If required, bidder shall arrange a demo of its Aadhaar Enrolment Kit at Bank's and its RRB's location with no extra cost to the Bank, failing to which bidder will not be considered for further processing.

For the devices, all security regulations under Aadhaar Act, 2016 (prohibiting local storage and replay of biometrics etc) should be complied with and with other relevant acts/specifications/ latest guidelines / amendments.

### 2.21. Erasures or Alterations

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## AADHAAR ENROLLMENT KIT

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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 & its RRB 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.

### 2.22. Locations

This tender is being floated by the Head Office of Bank of Maharashtra. The Aadhaar Enrolment Kits are being procured through this tender shall be installed, commissioned and maintained by the successful bidder at various locations of Bank of Maharashtra and its RRB ( Maharashtra Gramin Bank) across the country. Bank reserves the right to make changes in the locations.

### 2.23. Costs & Currency

The offer must be made in Indian Rupees only, and price quoted must include the following cost components.

1. Cost of the equipment
2. Installation and commissioning charges, if any.
3. Minimum of three-year comprehensive on-site warranty covering all parts & labor.
4. Transportation and Forwarding charges to the site.
5. In addition to transit insurance normal electronic equipment insurance should be available up to installation or up to 30 days from date of delivery whichever is earlier.
6. Prices quoted should be inclusive all taxes, duties, levies etc except GST. GST Will be paid at actuals. There will be no price escalation during the contract period and any extension thereafter.

### 2.24. Fixed Price

The Commercial bid shall be inclusive all taxes, duties, levies etc except GST. GST Will be paid at actuals. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted.

### 2.25. Short-listing of Bidders

Bank of Maharashtra will short list bidders based on the technical evaluation and **Commercial bids of only these technically qualified bidders will be opened.**



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### 2.26. Right to Alter Quantities

Bank of Maharashtra/ its RRB reserves the right to alter the proposed new Aadhaar Enrolment Kit quantities specified in the tender. Bank of Maharashtra/ its RRB also reserves the right to delete one or more items from the list of items specified in tender.

### 2.27. Repeat Orders

Bank of Maharashtra & its RRB reserves the right to place repeat order/s (@ 15% of the total order value) on the bidder under the same terms and conditions within a period of six months from the date of acceptance of last purchase order. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.

### 2.28 Limitation of Liability

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for IP Infringement indemnity Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

## 3. Terms and Conditions

### 3.1. Support Personnel

In addition to the regular support centers the bidder should provide one contact person either own employee or through franchisee for each regional office of Bank of Maharashtra at the cities listed in **Annexure – G (B)**.

### 3.2. Technical Inspection and Performance Evaluation

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

### 3.3. Payment Terms

Bank of Maharashtra will make payment as follows:



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1. 90 % of the order value will be paid on completion of installation, commissioning and subject to acceptance of the systems by the Bank, of all the Aadhaar Enrolment Kits ordered.
2. Out of the balance 10%, 1% amount would be retained by the Bank till expiry of warranty period and 9% would be paid against a Performance Bank Guarantee (as per the format prescribed by the Bank) of 10% of the total contract value, the expiry date of the performance bank guarantee and the date of expiry of warranty will be co-terminus.
3. Payments will not be released for any part-shipment or short-shipments.
4. Payments will be released by the IT Department of the Head office and RRB centrally within 30 days of receipt of Invoices accompanied by copy of Delivery Challan, Installation Report & duly signed by the In-Charge of the location where the equipment has been delivered & installed.

### 3.4. Delivery, Installation and Commissioning

The Bidder shall be responsible for delivery and installation of the equipment ordered at all the sites and for making them fully operational at no **extra charge within 5 weeks of receiving the purchase order**. The signing authority will be Branch Manager or Officer at branch / office.

If the bidder fails to deliver and/or install all the equipment ordered within the stipulated time schedule or by the date extended by Bank of Maharashtra, it will be a breach of contract. In such case, Bank of Maharashtra may invoke the bank guarantee without any notice. In the event of Bank of Maharashtra agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank of Maharashtra before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event the advance paid to bidder will become returnable to Bank of Maharashtra forthwith and Bank of Maharashtra reserves its right to invoke the bank guarantee.

Appropriate insurance to cover the equipment for the transit period and till 30 days after delivery or installation whichever is earlier. The copy of the Insurance Policy should be submitted to the Bank after PDI (pre delivery inspection) at the discretion of Bank of Maharashtra, there will be an acceptance test conducted by the bidder in presence of Bank of Maharashtra officials and/or its nominated consultants after installation of complete equipment. In case of serious discrepancy in system supplied, Bank of Maharashtra may



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cancel the entire purchase order and return the equipment back to the bidder at bidder's costs and risks.

The Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation.

**PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.**

### 3.5. Completeness of Installation

The installation will be deemed as incomplete if any component of the Aadhaar Enrolment Kit or any documentation/media is not delivered or is delivered but not installed and/or not operational or not acceptable to Bank of Maharashtra after acceptance testing/examination.

In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire site will be accepted after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 10 days.

### 3.6. 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. Delay in installation beyond 6 weeks from the date of purchase order.
3. Serious discrepancy in Aadhaar Enrolment Kits noticed in the Aadhaar Enrolment Kit.

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

### 3.7. Inter-working of hardware and Software





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The bidder must integrate Aadhaar Enrolment Kit as per procedure of UIDAI and make the fully functional. It will be bidder's responsibility to locate the exact nature of the problem/fault(s) and rectify the same except for the problems in the application software, if any.

### 3.8. 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.

### 3.9. Software Drivers, Manuals & Accessories

The Aadhaar Enrolment Kits will have to be supplied with Software Drivers, Manuals and one complete set of accessories if any, future cost of the consumables will be borne by the bank at rates which would be finalized with the bidder by mutual consent.

### 3.10. Aadhaar Enrolment Kit Warranty

The offer must include a minimum three years comprehensive on-site warranty. The Warranty in respect of all the locations would start from a single and uniform date. The uniform date would be the date on which 75% of the total order value is installed, commissioned and same is accepted by the Bank. Although it's possible that different lots are installed and commissioned on different dates yet in no case, there would be multiple warranty dates.

Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the tender. Bidder must warrant all equipment, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, bidder shall maintain the systems and repair/replace at the installed site all defective components, at no charge to Bank of Maharashtra.

During the warranty period, Vendor would be required to maintain adequate spares/consumables locally to ensure prompt attendance to faults.





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During warranty period all parts developing defects are replaceable at no cost to the Bank

### 3.11. Annual Maintenance Charges

The bidder should provide post warranty AMC services on the quoted rate in TCO on the cost of the Aadhaar Enrolment Kit. The quoted AMC rate response time should not be more than 8 hours. AMC would cover all components except consumables if any. The bidder's engineer will visit branches/offices for regular Preventive Maintenance of Aadhaar Enrolment Kit, at least, once in a quarter.

The offer must give commitment to provide maintenance for Two years from the date of expiry of warranty. Bidders are expected to maintain the equipment supplied for at least Five years from the date of acceptance by bank.

Bank will pay AMC charges in Indian Rupees at the end of the each quarter for every quarter.

### 3.12. Spare parts

Bidder will make the spare parts for the systems available for a minimum period of five years from the time of acceptance of the system. Thereafter, bidder will give at least twelve months notice prior to discontinuation of support services, so that Bank of Maharashtra may order its requirements of the spares, if it so desires. If any of the peripherals, components like Memory, power adapter, battery of Aadhaar Enrolment Kit etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to Bank of Maharashtra.

### 3.13. Liquidated Damages

If there is a delay by the bidder in the delivery of the Aadhaar Enrolment Kits as will be mentioned in the purchase order, a sum equivalent to 1% of the order value for each week of delay subject to the maximum of 10%. The penalty will be charged on order value for the items for which delivery is delayed.

The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. In case the complete delivery is delayed beyond the scheduled delivery date, Bank of Maharashtra reserves the right to cancel the contract and return the partially delivered equipment, if any, at the cost of the bidder. In case the bidder fails to



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deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value.

### 3.14. Penalty for Delay

For any delay in delivery, installation and commissioning of the Aadhaar Enrolment Kit, Bank of Maharashtra will charge penalty @ 1% of the order value per site per week or part thereof. Total of such penalty mentioned under the clause 3.14 and 3.15 put together shall be subject to maximum of 10 percent of the total order value.

### 3.15. Penalty for downtime / Service Level

Any Aadhaar Enrolment Kit that is reported to be down by 3.00 p.m. on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) latest by 12 noon on the next day.

In case bidder fails to meet the above standards of maintenance, Bank will impose penalty of Rs. 500/- per day.

During warranty period, the penalty would be recovered from the vendor from the 1% retention amount. If the 1% amount is not sufficient to recover the penalty, the vendor would be liable to pay the penalty amount within a period of 15 days from the date of demand made by the bank through its branches/offices. If the vendor does not make the payment of penalty within the stipulated period, the bank is free to invoke the bank guarantee and recover the amount.

The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. **uptime of 98% of the time on a 24x7x365 basis**

Uptime is calculated as  $\text{Uptime (\%)} = \frac{\text{Sum of total hrs during month} - \text{Sum of downtime hrs during month}}{\text{Sum of total hours during the month}} \times 100$

Total hours during the month = No. of working days x 8

### 3.16. Failure

If during the warranty period, any Aadhaar Enrolment Kit has a failure on four or more occasions in a quarter, it shall be replaced by equivalent new Aadhaar Enrolment Kit by the bidder at no cost to Bank of Maharashtra.



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### 3.17. 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.

### 3.18. Aadhaar ACT 2016

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

### 3.19. Indemnity

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder, (iii) use of the allocated site and or facility provided by Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.. Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipments at all points of time, provided however, (i) the Bank notifies Bidder in writing immediately on aware of such claim, (ii) Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.



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The Successful Bidder shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing, misconduct, fraud, misbehavior or violations of any laws committed by Bidder or its employees/ agents/ persons employed by third parties. Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.

The Successful Bidder shall keep the Bank fully indemnified and making good against any loss, direct or indirect, which may subsequently turn into reputational loss to Bank.

Successful Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;

1. Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the Bidder as governed by Indian IT Act.
2. the breach by the Bidder of any of its obligations under Confidentiality,
3. Non-compliance of Bidder with Laws / Governmental Requirements
4. IP infringement
5. Negligence and misconduct of Bidder, its employees, and agents
6. Breach of any terms of agreement document or Representation made by Bidder.
7. Act or omission in performance of service.
8. Loss of data due to Bidder provided facility.

### 3.20. 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.

### 3.21. Application software and Drivers

Bank of Maharashtra and/or the application software bidder will install the application software and drivers on the systems. It is bidder's responsibility to co-operate with the application software development agency appointed by Bank of Maharashtra to ensure that the installation is successful. No changes in application systems will be made to suit the new Aadhaar Enrolment Kits.



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### 3.22. Guarantees

Bidder should guarantee that the Aadhaar Enrolment Kits delivered to Bank of Maharashtra are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to Bank of Maharashtra is licensed and legally obtained. All software must be supplied with their original and complete printed documentation.

A certificate signed by the CFO / Company Secretary of the Company should be submitted before the Pre-Delivery inspection confirming that all the components / parts/assembly software used in the Aadhaar Enrolment Kit are original new ones and no refurbished / duplicate / second hand components / parts / assembly / software are used.

### 3.23. Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of Bank of Maharashtra either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify Bank of Maharashtra in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Bank of Maharashtra in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

Notwithstanding above, the decision of Bank of Maharashtra shall be final and binding on the bidder.

### 3.24. Resolution of Disputes



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

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

### 3.25. Non-Disclosure Agreement

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

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

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

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

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





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### 3.26. Levies and taxes:-

Prices quoted should be inclusive all taxes, duties, levies etc except GST. GST Will be paid at actuals. There will be no price escalation during the contract period and any extension thereafter.

### 3.27. 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 -J** 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:



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<p><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</p>	<p><b>Shri. Madan Lal Sharma</b> Address - K-23, Jangpura Extention New Delhi  Email - ml.sharma1965@yahoo.com</p>
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### 3.28. Performance Bank Guarantee

Within 15 (fifteen) days (inclusive of holidays) of date of Commencement & Acceptance, the successful Bidder shall furnish a bank guarantee for a period of **36 months** from the date of acceptance to the Bank. Bank Guarantee for an amount of 10% of the total TCO arrived at based on the indicative volume, in the **Annexure H**. The bank guarantees issued by any scheduled commercial bank other than Bank of Maharashtra is acceptable to the Bank.

### 3.29. Termination

- 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.
- The Bank shall be entitled to terminate the agreement at any time by giving notice if:
  - 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.
  - 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.
- The bidder shall have right to terminate only in the event of winding up of the Bank.
- 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.

### 3.30. Effect of termination





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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.

### 3.31. 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 Aadhaar Data Vault 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.



## AADHAAR ENROLLMENT KIT

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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. Warranties:
  - a. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of the bank. The bidder shall execute any and all such documents as may be necessary in this regard.
  - b. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
  - c. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
7. 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.
8. 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



## AADHAAR ENROLLMENT KIT

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### 4. Schedule of Items Required :

#### Schedule I : Aadhaar Enrolment Kits (as per UIDAI specification)

Sl.	Item	Quantity( indicative)
1.	Aadhaar Enrolment Kit as per UIDAI specifications with Comprehensive 3 years warranty.	240



## AADHAAR ENROLLMENT KIT

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### 5. Annexure - A Technical Specifications :-

- 1) Aadhaar enrolment kit consists of a set of hardware devices required to carry out successful Aadhaar enrolment & update. This set of devices comprises of following devices:
  - I. Laptop
  - II. Monitor
  - III. GPS Device
  - IV. Slap scanner
  - V. Multifunction printer/scanner
  - VI. Focus Light
  - VII. Surge Protector spike
  - VIII. Iris Scanner
  - IX. Camera
  - X. White screen
- 2) All these devices shall be compliant with the latest versions of policy / process / technology requirements and guidelines issued by UIDAI from time to time.
- 3) Biometric devices (Slap/Iris Scanner) shall be STQC certified.
- 4) Complete kit warranty shall be for 3 years and (AMC for 2 years at Bank's discretion) except for White screen, Focus light & surge protector.
- 5) Supply, Installation, Configuration and Maintenance of Aadhaar Enrolment Kit as per technical specifications.
- 6) The vendor has to provide Escalation Matrix and SPOC details for the delivery, installation and service support for the entire project and ensure timely completion of all the activities.
- 7) Bank will provide locations for delivery of Aadhaar Enrolment Kit and configuration details & other inputs to the vendor for delivery, configuration and support of the Network hardware.
- 8) Vendor should undertake to provide maintenance support to equipment and arrange for spare parts for a minimum period of 5 years for Aadhaar Enrolment Kit from the date of its delivery.



## AADHAAR ENROLLMENT KIT

- 9) Vendor should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, UPS, environmental conditions, illumination etc.
- 10) All the related activities related to maintenance of the Aadhaar Enrolment Kit will be done by selected vendor.
- 11) All the Aadhaar Enrolment Kit or any other part lost during transport, having technical or manufacturing defect will be replaced free of cost.

### 1. Laptop

Specification	Details	Complied (Yes/No)
Machine Form Factor	Laptop (With 3 Years Warranty)	
Model	From Top 5 vendors as per latest IDC report	
Processor	Intel Core i5 - series 6th generation 6200U Processor Family or higher. Clock Speed 2.3Ghz or Higher; Cache Memory 3MB or Higher	
Display	Minimum 14" HD LED or Higher	
Connectivity	Should have built-in support for Bluetooth 4.0, Wi-Fi (IEEE 802.11b/g/n) and Ethernet (10/1000 Base-T)	
MEMORY	Minimum 8GB DDR3 or higher and upgradable up to 32 GB	
Webcam	Built-in webcam with minimum High Definition 720p, not required in case of laptop	
HDD	Minimum 1 TB Hard Disk	
Input / Output Ports	One HDMI, One VGA, ,5 USB 3.0/2.0 Port, One Ethernet (RJ-45)	
Battery backup	4 CELL or 6 CELL LITHIUM/0.5KVA UPS with 30 min backup time	
Chipset	Integrated with CPU or equivalent	
Graphics	Integrated Graphics	



## AADHAAR ENROLLMENT KIT

Keyboard	OEM standard spill resistant Keyboard and Built in touch Pad/track point	
External Mouse	Optical laptop Mouse with mouse pad	
Preloaded OS	Windows 10 professional	
Microphones	At least one built in Mic, not required in case of laptop	
Mobility	With Carry case	

*\*In case the laptop has less than 5 USB ports, then a USB Hub with multiple USB connections (enabling 5 devices plug-in through USB port) should be provided at no extra cost.*

### 2. Monitor

Specification	Details	Complied (Yes/No)
OEM SIZE Size	Among the “Leaders” Quadrant in the India region in any of the previous two Quarters as published in IDC/ Gartner / Frost and Sullivan report for the PC/Laptop/Monitors. HDMI and VGA interface, 18.5 inch or Higher	
Accessories	With all necessary required cables and accessories to connect to the PC/Laptop	
Type	LED Display	
Resolution	1024 X 768 or above	

### 3. GPS Device:

Specification	Details	Complied (Yes/No)
General	The GPS device should be certified by UIDAI as per GPS related OM 4(4)/57/122/201 6/E&U-Pt Note: List of approved GPS vendors are available in the UIDAI website : <a href="http://www.uidai.gov.in">www.uidai.gov.in</a>	
Accessories	With all necessary required cables and accessories to connect to the PC/Laptop	



## AADHAAR ENROLLMENT KIT

### 4. Slap Scanner

Specification	Details	Complied (Yes/No)
Capture mode	Plain live scan capture	
Image Acquisition Requirements	Setting level 31 or higher (Section 9.1 of Biometric Design Setting level 31 or higher (Section 9.1 of	
Image evaluation frame rate	> 3 frames/sec, continuous image capture	
Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)	
Capture area connectivity	> 76mm x 80mm , USB 2, USB-IF certified	
Power	Through USB	
Dimension (W X H X D)	< 160mm x 160mm x 160mm	
Weight	Maximum 2.5 Kg.	
Operating temperature	0- 50 C	
Humidity	10 -90% non-condensing	
Durability / Shock	IP 54	
Standards	UL certified (if applicable). Meets ISO 19794-4:2005 Section 7 and Annex A certification requirements (IAFIS Certified)	
Software API	Compliant with latest UIDAI device capture API specifications Linux/Windows 64 bit VDM ready certified by UIDAI	

### 5. Camera (STQC Certified)

Specification	Details	Complied (Yes/No)
Capture Mode	Plain live capture	
Image Quality	Full Frontal (0x01) as per ISO/IEC 19794-5	
Minimum Resolution	800 x 600	



## AADHAAR ENROLLMENT KIT

Capture Mode	Manual Capture with Auto Focus and Auto Lighting Adjustment	
Sensor	> 5 Mega Pixel Native	
Connectivity*	High Speed USB 2.0, USB-IF certified	
Lens	Fixed, SLR	
Power	Through USB/Independent PS/Lithium Ion preferred to AA/AAA batteries	
Mount	Tripod	
Operating Temperature	0 to 50 degree Celsius	
Humidity	10 - 90 %	
Safety Standard	UL	
Software API	Compliant with latest UIDAI Device Capture API Specifications	
<b>Durability / Shock</b>	<b>IP 54</b>	

(\*) Note: Total of only 1 USB port shall be available for connectivity and power

### 6. Multifunction device:

Specification	Details	Complied (Yes/No)
Function	Print Copy Scan	
Duty Cycle in Pages	8000 Pages	
PPM-Black (A4)	18 PPM	
Model	Form Top 5 vendors as per latest IDC report	
Resolution	600 X 600 DPI	
Media Used	Ink Tank for low cost running	
Standard Operating System supported	Compatible with Windows XP,7,8, 10 and Linux)	
Scan Resolution	600 X 600 DPI Optical	
BIT/Color Depth	24 Bits	
Copy Speed Black	18 CPM	





## AADHAAR ENROLLMENT KIT

### 7. Focus Light

Specification	Details	Complied (Yes/No)
Capacity	60W	
Accessories	Stand, 2Mrts Wire and on/off Switch near the operator.	

### 8. Surge Protector Spike

Specification	Details	Complied (Yes/No)
General	6 nos. of 5A sockets (4 Indian style + 2 International Style ), Fuse, on/off Switch and ISO mark	

### 9. IRIS Scanner:

Specification	Stationary (Mounted Wall tripod or stand) <sup>1</sup>	Hand-held 2	Hand-held with alignment aid 3	Complied (Yes/No)
Iris Diameter (In pixel)	> 210			
Spatial Resolution pixel Resolution # of simultaneous captured eyes <sup>4</sup>	> 60 % @ 4.0 Lp/mm > 16 Pixels/mm			
Viewfinder	External	Internal	External or Internal	
Capture distance	> 750 mm	> 50 mm	> 20 mm	
Capture Volume (width/height/depth)	>250X 500X500 mm	> 20X15X12m m	> 20X15X12 mm	
Exposure time	<15ms	<33ms	<33ms	
Imaging wavelength	700-900 nm			
Spectral Spread	Power in any 100nm band >			



## AADHAAR ENROLLMENT KIT

	35% of total power			
Scan type	Progressive			
Image margins	Left & right:0.50x iris diameter, Top & bottom; 0.25x iris diameter			
Pixel depth	> 8 bits/pixel			
Image evaluation frame rate	> 5 frames/sec, continuous image capture			
Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)			
Sensor signal to noise ratio	> 36 DB			
Safety Standard	Exempt Group per IEC 62471:2006-07			
Standards	FCC Class A, RoHS			

1 Stationary: Any capture process where the device is stationary and the subject is required to position and rest himself/herself

2 Hand-held: Operator operates and holds the camera and the subject is stationary.

3 Alignment aid: Camera has mechanical fixture for alignment. Optical viewfinder is not considered alignment aid.

### 10. White Screen:

Specification	Details	Complied (Yes/No)
Size	4 X 5 ft Stand mountable / wall Mountable	
Accessories	Stand	
Non Reflecting	Yes	
Opaque	Yes	

Date :

Signature of Authorized Official with Seal



## AADHAAR ENROLLMENT KIT

### 6. Annexure B – Checklist for Product Documentation

**Note:**

1. Bidders are required to provide printed technical documentation for the items listed in Table below.
2. Availability of adequate, correct and relevant technical documentation is essential for evaluation of any offer.
3. Bidders are requested to provide original (not photocopies) copies of the documentation. In case the original copies are not available, bidders can provide clear readable photocopies.
4. Bidders to mark the column “Documentation Provided” with Tick mark ( ☒ ) or Cross ( ☐ ), as appropriate.
5. Bidder may add any other documentation, which will support their offer.

#### 6.1. Schedule I –

Sl.	Item	Documentation provided (Yes/No)
1.	Aadhaar Enrolment Kit as per UIDAI specifications with Comprehensive 3 years Warranty.	



## AADHAAR ENROLLMENT KIT

### 7. Annexure C - Tender offer cover letter

Date: / / 2018

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

To:

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the Aadhaar Enrolment Kits as mentioned in schedule I of Schedule Of items 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 of all the Aadhaar Enrolment Kits 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 \_\_\_\_\_ 2018

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

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

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



## AADHAAR ENROLLMENT KIT

### 8. Annexure D – 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)  2015-16 2016-17 2017-18	
9.	Profit of the company (not of group)  2015-16 2016-17 2017-18	
10.	i) Goods and Services Tax (GST) No.  ii) PAN No.	
11.	Whether direct manufacturer or authorized dealers/agent	
12.	Name and Address of manufacturer of Aadhaar Enrolment Kit	
13.	Location of Manufacturing facility	
14.	Brief Description of facilities for manufacture, production, inspection, testing and quality assurance	
15.	Brief Description of after sales service facilities available with the bidder Please fill up Annexure G also.	



## AADHAAR ENROLLMENT KIT

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16.	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.)	
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## AADHAAR ENROLLMENT KIT

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### 9. Annexure E – Manufacturer's Authorization Form (MAF)

No. \_\_\_\_\_ dated \_\_\_\_\_

TO

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

Dear Sir,

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

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 net sales turnover exceeding Rs \_\_\_\_\_ Crores each in last three financial years (i.e. 2015-16, 2016-17 and 2017-2018). We also confirm that we have made profit in \_\_\_\_\_ financial year, our company has made a net profit after tax.

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.

Yours faithfully,  
(Name)

for and on behalf of

M/s \_\_\_\_\_  
(Name of manufactures)

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



## AADHAAR ENROLLMENT KIT

### 10. Annexure F - Details of Track Record (Past Installations)

Name of the Bidder \_\_\_\_\_

Name of the Client	Aadhaar Enrolment Kit		Date of completion of delivery as per contract as well as Actual		Contact person • Name • Tel. No. • Fax No. • Address	Total Amount of Order
	Make, Model	Qty	As per contract	Actual		

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

Place: \_\_\_\_\_





## AADHAAR ENROLLMENT KIT

### 11. Annexure G (A) - Details of Service Centers

Sl.	Place	Own or Franchise	Postal Address	Contact numbers	Service Facilities available (Describe)	Number of service engineers	Time to report to the location
1							
2							
3							



## AADHAAR ENROLLMENT KIT

### Annexure G(B1) Details of Locations of Bank's Zonal Offices

I.	Place	Office/Service Center availability (Yes/No)
1	Ahmedabad	
2	Ahmednagar	
3	Amaravati	
4	Akola	
5	Aurangabad	
6	Bangalore	
7	Bhopal	
8	Chandrapur	
9	Chandigarh	
10	Chennai	
11	Delhi	
12	Goa	
13	Hyderabad	
14	Indore	
15	Jabalpur	
16	Jalgaon	
17	Jaipur	
18	Kolkata	
19	Kolhapur	
20	Lucknow	
21	Latur	
22	Mumbai City	
24	Nagpur	
25	Nasik	
26	Pune	
27	Raipur	
28	Solapur	
29	Satara	
30	Thane & Raigad	

### Annexure G(B2) Details of Locations of RRB's Zonal Offices

Sl.	Place	Office/Service Center availability (Yes/No)
1	Aurangabad	
2	Beed	
3	Latur	
4	Nanded	
5	Parbhani	
6	Thane	



## AADHAAR ENROLLMENT KIT

### 12. Annexure H - Bill of Materials

#### Schedule of Items

##### Schedule I – Aadhaar Enrolment Kits

Sl.	Item	Location	Quantity ( indicative)	Unit Price	Total Price
1	Aadhaar Enrolment Kit as per UIDAI specifications with Comprehensive 3 years Warranty.	PAN INDIA	240		
	<b>TOTAL</b>				

##### Item-Wise Commercials (For Reference)

S N	Items (Exclusive of Taxes) with 3 year Warranty	Make & Model	Unit Price (A)	Multiplication Factor (B)	Total Price ( C )= (A) * (B) in INR
1	Laptop			240	
2	Monitor			240	
3	GPS Device			240	
4	Slap Scanner			240	
5	Camera			240	
6	Multifunction Printer/ Scanner			240	
7	Focus Light			240	
8	Surge Protector Spike			240	
9	Iris Scanner			240	
10	White Screen			240	
<b>Total cost of the Items</b>					

##### Schedule II – AMC on Aadhaar Enrolment Kits

Sl.	Item	Quantity ( indicative)	Unit Price	Total Price
1	1 <sup>st</sup> Year AMC Charges	240		
2	2 <sup>nd</sup> Year AMC Charges	240		
3	<b>TOTAL</b>	240		



## AADHAAR ENROLLMENT KIT

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### Schedule –III TCO:

**For arriving at the TCO, the following table will be considered:**

Sl.	Particulars	Amount in Actual Rupees
1	Total of Schedule – I ( Aadhaar Enrolment Kits )	
2	Total of Schedule – II (AMC)	
3	<b>TOTAL COST of Ownership ( 1+ 2) excluding GST</b>	

Note:

- All the Columns in all the above tables of Annexure –H must be completely filled and should not be kept blank.
- **Prices quoted should be inclusive all taxes, duties, levies etc except Goods & Services Tax. GST Will be paid at actuals.**



## AADHAAR ENROLLMENT KIT

### 13. Annexure K : FORMAT FOR PRE BID QUERIES

#### A ) Queries Related to RFP

RFP :112018		Aadhaar Enrolment Kits			
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

#### B) General queries Related to RFP

RFP : 112018		Aadhaar Enrolment Kits	
BIDDERS NAME			
Sr. No.	General Query related to RFP	Comment / Suggestions	



## AADHAAR ENROLLMENT KIT

### 14. Annexure L - Proforma for the BG for Earnest Money

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

Bank Guarantee no.: \_\_\_\_\_ Dated \_\_\_\_\_  
Period of Bank Guarantee: Valid upto \_\_\_\_\_  
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 supply, installation, commissioning of Aadhaar Enrolment Kits at various locations vide tender No 112018 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 6.00 lakhs (Rs. Six 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 to supply, installation, commissioning of Aadhaar Enrolment Kits 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



## AADHAAR ENROLLMENT KIT

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writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. 6 lakhs (Rupees Six 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 liability of the Bank under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ . (Rupees \_\_\_\_\_).



## AADHAAR ENROLLMENT KIT

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- b. This Bank Guarantee shall be valid up to \_\_\_\_\_.
- c. Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before \_\_\_\_\_ (date of expiry of the Guarantee).

IN WITNESS WHEREOF the Bank has put its 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 .....





## AADHAAR ENROLLMENT KIT

### 15. Annexure I – FORMAT A - COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 112018

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 112018 for the Aadhaar Enrolment Kit procurement.
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 & 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:



## AADHAAR ENROLLMENT KIT

### 16. Annexure-J 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 procure Aadhaar Enrolment Kits 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 Aadhaar Enrolment Kits 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:



## AADHAAR ENROLLMENT KIT

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### **Commitments of the BUYER:**

- 1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **COMMITMENTS of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any



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- 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.



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- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### 4. Previous Transgression

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

### 5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
- 5.1.1.** 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.



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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 entitled the BUYER to take all or any one of the following actions, wherever required :-

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

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.





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- 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



## AADHAAR ENROLLMENT KIT

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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.





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

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

BUYER

Name of the Officer:

Designation:

IT Department

Bank of Maharashtra

(Office Seal)

BIDDER

CHIEF EXECUTIVE OFFICER

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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

Witness:

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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



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### 17. Annexure K : 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 Supply, Installation, and Maintenance of Aadhaar Enrolment Kit at  
Branches of Bank of Maharashtra & its sponsored RRB

We hereby undertake that the proposed Aadhaar Enrolment Kit 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