

GeM BID Number- GEM/2022/B/2762992 for Supply, Printing, Personalization and Dispatch of EMV Debit Dual Interface Contactless Cards



Pre- Bid Meeting Date 06.12.2022 at 15:00 Hrs

| Sl. No | Page # | Point / Section # | Main Section name | Clarification point as stated in tender document | Comment / Suggestions | Bank's Response | Updated Clause |
|--------|-------------|---|--|--|---|---|----------------|
| 1 | 16 | 3.13 The suggested format for submission of Technical Bid | 3. Instruction to Bidders | ENVELOPE-I (Technical bid along with softcopy): | Please clarify whether hard copy and soft copy need to be submitted as it is mentioned that the tender has to be submitted through GeM portal. Further please clarify whether the other annexures not mentioned in annexure-2 has to be submitted now and if so how. Please also clarify when the EMD BG & hard copies of I.Pact ,POA,NDA to be submitted. | Document needs to be uploaded in GeM portal as response. Legal document executed on stamp paper like Pre Contract Integrity Pact, NDA etc and EMD in form of DD/ BG should be couriered in physical form. EMD in form of DD is valid for 90 days and EMD in form of BG is valid for 180 days. | |
| 2 | 19 | 3.22 Earnest Money Deposit | 3. Instruction to Bidders | The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or by any scheduled commercial bank acceptable to Bank. | Request you to clarify that within how many days the EMD BG to be submitted as the tender submission is through GeM portal.Please clarify regarding the period of BG | EMD should be submitted before the last date of tender submission. EMD in form of DD/ BG should be couriered in physical form. EMD in form of DD is valid for 90 days and EMD in form of BG is valid for 180 days. | |
| 3 | 21 | 3.23 Commercial | 3. Instruction to Bidders | The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP. | Request Bank to remove this clause as the scope should be specific and based on that the pricing is done. If it is a standard requirement then only this clause can have some meaning. | No change in RFP Clause | |
| 4 | 23 | 6.4 | 6. Terms and conditions | If the tenders/ contracts are not issued/ concluded till 31st March 2023, as per revised guidelines of GOI (if any) will be applicable with regards to PBG. In absence of any guidelines from GOI, the limit of PBG will be 10 % | Request bank to keep the PBG at 3% of the order even if guidelines are not there. | No change in RFP Clause | |
| 5 | RFP Doc. 25 | 6.15 | Cancellation of Contract and Compensation (point 2) | The selected bidder commits a breach of any of the terms and conditions of the bid/contract. | Request bank to give 30 days cure notice to the Bidder for curing before invoking the right to terminate. | Please refer page no 27 Clause 6.21. Bank has specifies 30 days prior notice. | |
| 6 | RFP Doc. 25 | 6.16 | Exit Option & Contract Re-negotiation (sub clause b and g) | b.The selected bidder commits a breach of any of the terms and conditions of the contract. g.Delay in delivery / installation / commissioning of solution beyond the specified period for the same as mentioned in the order. | Request bank to give 30 days cure notice to the Bidder for curing before invoking the right to terminate. | Please refer page no 27 Clause 6.21. Bank has specifies 30 days prior notice. | |
| 7 | RFP Doc. 25 | 6.16 | Exit Option & Contract Re-negotiation (Point 3) | 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 | We request bank shall not reduce the price during the term of the services, as the Bidders participate in RFP based on certain financial model. In case the Bank reduces the agreed price then the project will become financially unviable for the Bidder.Please therefore remove this clause | No change in RFP Clause | |
| 8 | 28 | 6.23.Service Level Agreement-NDA | 6.Terms and conditions | 1. The selected bidder should execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order/Letter of Intent. | On page no.16 (3.13) it is writtenNDA(Annexure-5) to be submitted as part of technical bid.On page 28 it is mentioned NDA to be given within 45 days of PO/LOI. Again at 6.28 on page 31 it is mentioned that NDA to be submitted as part of technical bid. Please clarify | NDA is to be submitted initially during Technical Bid submission for the period of RFP. Once the bidder is selected as successful bidder, NDA shall be obtained for the entire contract period. | |
| 9 | RFP Doc.28 | 6.24. | Liquidated Damages / Penalty (Para. 1 and 2) | In case these milestones are not met then the bidder will have to pay penalty to Bank @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 10%. If delay exceeds two weeks from due date of implementation, Bank reserves the right to cancel the entire order. If the selected bidder fails to complete the due performance as per this RFP, Bank reserves the right to terminate the contract and recover Liquidated Damages 10% of contract value. | Bank can either levy penalty or liquidated damages and not both. Further, before levying or invoking Bank guarantee, Bank should provide 30 days prior written notice as a reasonable period to cure the defect / delay, if any. Further, the Vendor shall be accountable for penalty or liquidated damages only if the reason for delay is directly attributable to the Vendor and not otherwise. Vendor shall not be penalized for reasons which are not attributable to the Vendor. Please consider and amend accordingly. | No change in RFP clause. | |
| 10 | RFP Doc.37 | 6.37. | Other Terms and Conditions (Point 8) | 8.The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank. | Please remove this clause as it cannot be guaranteed whether the employees of the Bidder will remain in the same job. | Clause removed from RFP. | |
| 11 | 18&37 | 3.17 Price & 6.37.Other terms& conditions | 3. Instruction to Bidders & 6.Terms and conditions | 3.17- But the price of semiconductor chips has to be revised for reduction based on market discovery made on quarterly basis to take impact of any downward movement in chip price. 6.37-Revision in prices: The bank reserves the right to review and re-negotiate the price with the successful bidder/s in case of downward revision of the prices. | Request bank to consider review and renegotiate the prices if there is significant upward movement of prices. | No change in RFP clause. | |
| 12 | 42 | Annexure-2 | 7Annexures | 1.Technical Bid with Covering Letter 2.Team Profile 4.Compliance Certificate 5.Integrity Pact | Please clarify whether these have to be submitted twice as these are Annexure-6,10,9 and 12 respectively. (It is mentioed twice in Annexure-2) . | Document needs to be uploaded in GeM portal as response. Legal document executed on stamp paper like Pre Contract Integrity Pact, NDA etc . should be couriered in physical form. | |
| 13 | 58 | Annexure-13 | 7. annexures | Performance BG | Please clarify whether format is to be submitted on plain paper/letter head, now. | PBG should be submitted on a Non Judicial stamp paper of Rs. 100 | |
| 14 | 61 | Annexure-15A | 7. annexures | Annexure-15A | Please advise whether it is to be given with Technical Bid document. | Bidder's understanding is correct. | |
| 15 | 79 | Annexure-B Technical Evaluation Criteria--1 | 7. annexures | Copy of PO/work order along with satisfactory Performance Certificate to be submitted as necessary evidence | Request Bank to accept also letter/certificate from banks having supplied the cards to them as proof/evidence | No change in RFP clause | |
| 16 | 90 | Annexure-D-4 | 7. annexures | Proof for the production unit / factory of the brand having ISO 9001:2008 / 9001:2015 certification | We are personalisation bureau and procure blank chip cards from manufacturers who will submit MAF .Please clarify as to whether the ISO certificate relates to the personalisation bureau. | Bidders understanding is correct. | |
| 17 | 90 | Annexure-D-9 | 7. annexures | Necessary Certificates for printing/packing/dispatch of at least 50,000 Debit Cards along with welcome kits per day to cater to the Bank's requirements | Whether the certification referred is self certification as experience and annual production and capacity of the machines etc are available. | Bidders need to provide self declaration for printing/packing/dispatch of at least 50,000 Debit Cards along with welcome kits per day along with the details of machines e.g. make and model. | |

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| 18 | Service Agreement Doc. 6 | 7 | TERMS AND CONDITIONS OF SERVICE PROVISIONING | Jurisdiction- The jurisdiction of the courts shall be in New Delhi | Jurisdiction under RFP is Pune. Request to change to Pune | Please refer point no 6.39 Applicable Law and Jurisdiction of Court. It is mentioned that Jurisdiction under RFP is Pune. | |
| 19 | 42 | iv | NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT | treat Confidential Information as confidential for a period of contract plus 1 year from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive forever. | First line says the obligation shall be for the period of contract plus 1 years from the date of receipt. Second line says it shall be perpetual. Need clarification. | Confidentiality will be perpetual. | |
| 20 | 43 | 2(ii) | Confidential Information does not include information which | Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. | We need to retain a copy of the working papers and archival copies of the confidential information for compliance with applicable laws, professional rules and internal policy requirements. | In line with Non Disclosure Agreement | |
| 21 | 43 | 2(ii) | Return of information | Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph. | We need to retain a copy of the working papers and archival copies of the confidential information for compliance with applicable laws, professional rules and internal policy requirements. | In line with Non Disclosure Agreement | |
| 22 | 83 | 7.29. | | Stuffing of the Welcome Letter along with other welcome kit stationery items (i.e. Card pouch, terms and conditions booklet, leaflets, etc.) in the card envelope. In case of non-personalised (insta) cards, Bank will arrange delivery of PIN mailers individually stuffed in an envelope (after PIN printing) at the personalization bureau of the selected bidder/s. Selected Bidder/s will have to stuff these individual PIN mailers in individual card envelope after required matching. | a)Request the bank to kindly provide the quantity breakup between individual dispatch and branch dispatch. B)Kindly provide the breakup between personalised kit and insta kit (non personalised kit) | The indicative breakup is as under: 1) Branch - Individual Breakup - 80 : 20 2) Insta Kit - Personalized Kit - 90: 10 | |
| 23 | 81 | 7.29. | Other work | ATM PIN mailer stationery has to be supplied at Switch Centre, Pune and / or location specified by Bank. PIN mailers have to be collected from ATM Switch centre and / or location specified by Bank for stuffing / packing and onward dispatch to Branch Addresses | Our understanding Personalised Card pin mailer will be directly dispatch from ATM Switch centre to bank Branches. | Bidder's understanding is correct. | |
| 24 | 76 | 7.27. ANNEXURE A: | COMMERCIAL BID FORMAT | | Where we need to quote Personalisation and fulfilment cost in pre bid format? | To be included in the cost of other line items (Chip/Plastic etc) | |
| 25 | 14 | | Commercial Bid Evaluation | The qualifying criteria of 75% or more marks in technical evaluation is only of qualifying nature. Once, the bidder is technically qualified, the final selection of bidder would be on Least Cost Selection (LCS) basis i.e. Bidder with Lowest commercial in Commercial Evaluation shall be declared as successful (L1) bidder. Bank at its sole discretion may conduct Online Reverse Auction or opt for opening of Commercial bid submitted by the bidders. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The Commercial will have to be reported as per format enclosed as Annexure A. <u>Commercial submitted after online reverse auction should not have any alteration or</u> | We request Bank to ask all bidders to submit tentative commercial bid which can be opened for all technically qualified bidder in the presence of their representatives. Then based on the discovered price Bank can decide the reverse auction price. If the starting price of reverse auction is not viable for technically qualified bidder they can request Bank to revisit the same. | No change in RFP Clause | |
| 26 | 81 | | Other work | All cards & PINs will be stuffed in the envelope by the bidder and dispatched to Bank's branches / administrative offices as directed by the bank. | Personalised kit need to be sent to respective Branch or individual customer? Request the bank to kindly provide the MOQ per dispatch of welcome kit to each branches. Request the bank to kindly share the detailed branch address within Mumbai and out side Mumbai of BOM. Request the bank to kindly provide the last 3 year data of total branch wise dispatch of welcome kit with quantity breakup. | The indicative breakup is as under: 1) Branch - Individual Breakup - 80 : 20 2) Insta Kit - Personalized Kit - 90: 10 | |
| 27 | 81 | | Dispatch and Returns Management | Returned consignment should be returned to Administrative offices/Branch Address. Bidder will continue to monitor returns management with the courier vendor and submit MIS for all such cards that were not delivered due to vendor error. In all cases where reasons of return are attributed to the bidder, postage / courier charges shall also be borne by the bidder. | Please share the detailed scope of RTO management - 1) please share the RTO management process 2) number of attempts bidder need to make 3) Approximate percentage for return consignment. We request Bank to take the appoint courier or Department of Post for all dispatch activities. | 1) Detailed scope to be shared with successful bidder. 2) No. of attempts - 1 3) Approximate % for return consignment is 2-5% 4) Responsibility of dispatch lies with the bidder | |
| 28 | 82 | | Technical specifications of card plastics | Technical specifications of card plastics, EMV Chip Dual Interface Contactless (NCMC) Debit Cards (RuPay/VISA/etc.) (NMC Cards) and collateral stationery are stated in Annexure H. | Please provide the quantity breakup for Visa & Rupay DI Card variant for past year. This will help bidder to plan the semiconductor. | Rupay - 90%, VISA - 10% | |
| 29 | 77 | 9 | Note - | Payment to the designated courier agency/ India Posts for dispatch of cards to branches/customer's communication address shall be made by the Bidder. | We request the bank to pay the Freight charges for dispatch of cards to branches/customer's communication address at actual. General practice followed by banks is that courier vendor is appointed directly by bank as bank can negotiate a better rate | No change in RFP clause | |
| 30 | 91 | 7.31. ANNEXURE E: | PAYMENT TERMS | Payment shall be released at the end of each month after submission of invoice and satisfactory service letter from concerned official and in conformance with all the terms and conditions including SLA mentioned in Agreement. | Our understanding for Base cards & Stationeries Bank will make payment within 30 days of submission of the invoice after printing base card. For Personalisation & fulfilment on monthly basis for the total dispatches made during that month | No change in RFP clause | |
| 31 | 14 | 7.27. ANNEXURE A: | COMMERCIAL BID FORMAT | Personalized card with photo (optional), PIN Printing Stationery (optional), Form Factor (optional) | Since the listed items are optional, we request that the bank exclude them from the TCO and L1 calculations. Kindly share the detailed specification of Form Factor, (Type, Size, Color and Finishing Style) | No change in RFP Clause | |
| 32 | 36 | 6.37 | Other Terms and Conditions: | 3.17. Price The Commercial bid shall be on a fixed price basis, inclusive of all taxes and levies at site as mentioned above except GST. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted. But the price of semiconductor chips has to be revised for reduction based on market discovery made on quarterly basis to take impact of any downward movement in chip price. | We request Bank to quarterly revisit the price with all the enrolled vendors for both upward as well as downward revision. We are bidder who worked with all the PSU Banks in India and due volatility many cases PSU banks board has approved price escalation. | No change in RFP clause | |

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| 33 | 51 | 7.1 | ANNEXURE 11 | UNDERTAKING OF INFORMATION SECURITY We hereby undertake that the proposed solution / software 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) | We understand bidders are not supplying any software. We request to remove the points as this are not relevant. | No change in RFP Clause | |
| 34 | 75 | 7.26 | ANNEXURE 26 | UNDERTAKING FOR REGULATORY GUIDELINES & IT ACT ADHERENCE. We, _____ hereby undertake that the proposed solution / software to be supplied will be compliant to all existing regulatory guidelines of GOI/RBI/NPCI and also adheres to requirement of IT Act (including amendments in IT ACT | We are complied with the guidelines given by NPCI,VISA,Mastercard and RBI. We are not clear about the applicability of IT Act | No change in RFP Clause | |
| 35 | 22 | 6.4 | Performance Bank Guarantee (3%) | The successful bidder should furnish a Performance Bank Guarantee to the extent of 3% of the value of the entire contract (Bidder's share of TCO) within 30 days of the date of receipt of the purchase order. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 6 months. i.e. 42 months from the date of issuance of Purchase order. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The limit of PBG of 3 % is as per guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division (No. F.9/4/2020-PPD) dated 30th December 2021 which are applicable to all tenders/ contracts issued/ concluded till 31st March 2023. If the tenders/ contracts are not issued/ concluded till 31st March 2023, as per revised guidelines of GOI (if any) will be applicable with regards to PBG. In absence of any guidelines from GOI, the limit of PBG will be 10 % | We request Bank to keep the PBG throughout the tender tenure in absence of guidelines | No change in RFP clause | |
| 36 | 23 | 6.8 | Aadhaar ACT | The successful bidder must comply with Aadhaar Act 2016 and the subsequent amendments as applicable to the products/services | In this tender bidder is a converter of Banks data. It is not involved in doing KYC or any modification /collection of data | No change in RFP clause | |
| 37 | 23 | | | 6.11. Supplier BCP Bidder shall maintain business continuity, as per agreed business continuity plan | We request Bank to bring BCP point in technical evaluation. The bidder who has multiple personalisation facility which can help Bank to mitigate any potential BCP situation should be given higher score as it helps Bank to mitigate the risk better. Various PSU Bank tender recently has adopted this including SBI, BOB. | No change in RFP clause | |
| 38 | 26 | | | 6.21. Termination 1 The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason. | Based RFP clause bidder has to invest significant amount. We request Bank to remove this point. | No change in RFP clause | |
| 39 | 47 | | | 7.7. ANNEXURE 8: DETAILS OF PAST EXPERIENCES OF HANDLING SIMILAR PROJECT RECORD | Our understanding on Total Amount of Order is number of card supplied. Majority of PSU and Private Banks are not comfortable in giving value of the project in certificate. We request to indicate the same. | Quantum of Order is mandatory, Amount is optional and can be masked. | |
| 40 | 15 | 13, m, v. | Gem Terms & Conditions Doc | Sellers / Service Provider having annual turnover of INR 500 Crore or more. | We have annual turnover of more than Rs. 500 Crores in the FY 2021-22, please suggest if we are exempt from submission of tender emd bg. | No | |
| 41 | 11 | 3.1 | RFP Document | RFP Response Submission. | In case of RFP's floated through GEM, RFP response submission is by online upload in GEM Portal only and submission of only a few documents in physical format to the tender inviting authority, please suggest the documents to be submitted at Bank of Maharashtra, Pune, Head Office for this RFP. Or if the full technical & commercial file in physical form needs to be submitted. | Document needs to be uploaded in GeM portal as response. Legal document executed on stamp paper like Pre Contract Integrity Pact, NDA etc and EMD in form of DD/ BG should be couriered in physical form. EMD in form of DD is valid for 90 days and EMD in form of BG is valid for 180 days. | |
| 42 | 18 | 3.17- Price | 3.17- Price | The commercial bid shall be on Fixed Price basis... But the price of semiconductor chips has to be revised for reduction based on market discovery made on quarterly basis to take the impact of any downward movement in chip price. | Post price discovery through this RFP, based on the prices, there is a back to back firm tie up with our vendors for the entire duration of the contract period. There would not be any scope for any such revisions as the supply chain is firmed up with vendors for the entire period of contract. | No change in RFP clause | |
| 43 | 78 & 79-1.a | Evaluation Parameter | Evaluation Parameter | 7.27 - Requiring experience criteria of EMV DI ; pg 79.1a - Sno.1 - Mentions that Bidders Experience in Printing and Delivering EMV Debit Cards in the last 5 Years from the Date of RFP. Where as the Page no. 89, 90 mentioning Eligibility Criteria point no. 5 mentions the requirements of having executed orders for Supply and support of EMV Chip DUAL INTERFACE CONTACTLESS CARDS. | Bank is requested to clarify if the Bidders Experience of quantities of supplies must be that of only EMV Debit Cards or EMV+DI Debit Cards. | Necessary PO/satisfactory letter for having executed orders of minimum 100 Lakhs Debit Cards/ Credit Cards (EMV/Dual Interface) cumulatively during last 5 years from the date of RFP. (This certification is in addition to the copies of purchase orders enclosed). | Refer Corrigendum |
| 44 | 79-1-b | Evaluation Parameter | Evaluation Parameter | Bidders experience in Printing and delivering EMV Debit Cards in the last 5 years in Pvt. Banks/ Foreign Banks any other BFSI Sector. | Bank is requested to clarify if supplies to even the switch vendors will be considered for the purpose of achievement of the numbers requested. | No change in RFP Clause | |
| 45 | 79-1-b | Evaluation Parameter | Evaluation Parameter | Bidders experience in Printing and delivering EMV Debit Cards in the last 5 years in Pvt. Banks/ Foreign Banks any other BFSI Sector. | Bank is requested to corroborate the Experience Criteria with Proper experience Certificates from the same banks. Customer feedback should be linked to the experience criteria. | No change in RFP Clause | |
| 46 | 82-84 | Dispatch of Cards using Vendor Appointed Courier/ Postal Services | Dispatch of Cards using Vendor Appointed Courier/ Postal Services | Please note that the payment to the designated courier/ India Post for dispatch of cards to branches/ Customers communication address will be made by the bidder and should be factored in the pricing. The bidders have to appoint reputed courier/Post to ensure timely delivery- contrarily the document also mentions that the Handover of packets to Banks designated courier/ India Post with details in hard/Soft copy as required by the Couriers/ India Post. | Bank to Clarify that if the Courier appointment is Vendors prerogative. | Yes | |
| 47 | 82-84 | Dispatch of Cards using Vendor Appointed Courier/ Postal Services | Dispatch of Cards using Vendor Appointed Courier/ Postal Services | | Bank requested to share the details of average cards going to branches per month to factor the courier / Post pricing into the cost of the cards. | The indicative breakup is as under: 1) Branch - Individual Breakup - 80 : 20 | |

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| 48 | 90 | Eligibility Evaluation Point No. 6 | Eligibility Evaluation Point No. 6 | Necessary PO/satisfactory letter for having executed orders of minimum 100 Lakhs debit cards cumulatively during last 3 years from the date of RFP. (This certification is in addition to the copies of purchase orders enclosed). | RFP is for 2 Crores RuPay DI NCMC Cards, in said point no. 6, it is not clear which type of Cards Experience the Bank would consider, if it would be only EMV Contact Cards or DI Cards. We request Bank to specify an experience of having done minimum 20 Lakh NCMC Cards during the last 1 Financial Year 2021-22 to participate in the RFP. Also in various other Banks Debit Cards RFP's floated in the last 3-4 months, Banks have asked 1 Crore Cards experience during the last 1 Financial Year 2021-22 only, out of 1 Crore Cards, min. 20 Lakh Cards should have been NCMC Cards, this was to find out about the Cards Service Providers who have been able to serve Banks in the period of acute shortage of semi conductor chips during the last 2 years. | Necessary PO/satisfactory letter for having executed orders of minimum 100 Lakhs Debit Cards / Credit Cards (EMV/Dual Interface) cumulatively during last 5 years from the date of RFP. (This certification is in addition to the copies of purchase orders enclosed). | Refer Corrigendum |
| 49 | 94 | Annexure G- Service Level requirements Point b. | Annexure G - Service Level requirements Point b. | Non production of proof of dispatch within 48 hrs from submission of card file generated... the bidder shall be charged a penalty for not adhering to the TAT at the rate of Re.1/- per card per day not produced subject to a cap of 50% of the order value of the corresponding bill | Bank is requested to cap this at 10% of the order value of the corresponding bill. The bank has recourse other provisions we well. Bank requested to consider the request. | No change in RFP clause | |
| 50 | 90 | 7.30- ANNEXURE D: | ELIGIBILITY EVALUATION | Bidder should have PCI DSS certification / PCI CP compliance for Supply, Personalization – Printing, Embossing of EMV Chip Cards and NPCI Certification for National Common Mobility Cards (NCMC). However, the cards need to be as per standards and compatible with transaction standards | As SELP is the Rupay ,VISA , Mastercard and ISO certified card manufacturer and as we have already certified vendor for Rupay, VISA & Mastercard so there is no need of separate PCI_DSS certifications as it compliance all PCI Norms therefore we requesting you to kindly please remove this specific norm of PCI_DSS certification. | No change in RFP clause | |
| 51 | 90 | 7.30- ANNEXURE D: | ELIGIBILITY EVALUATION | Bidder should have NPCI/VISA & MASTER certifications for Supply Personalization Printing Embossing of EMV/Chip Cards and NPCI certification for National Common Mobility Cards (NCMC) | Bidder should have NPCI/VISA & MASTER certifications for Supply /Manufacturing or Personalization Printing Embossing of EMV/Chip Cards and NPCI certification for National Common Mobility Cards (NCMC) | No change in RFP clause | |
| 52 | 89 | 7.30 I (2) | ANNEXURE D: ELIGIBILITY EVALUATION | Balance Sheets – FY 2019-20 FY 2020-21 FY 2021-22 Turnover of the bidder should be at an average of Rs.30 Crores per year. Certified / Audited Balance Sheets and P&L statements for last 3 financial years should be submitted in support of the turnover and profitability. The Bidder should submit a Certificate from their Chartered Accountants regarding their financial capability. | Turnover we requested to make at least 100 croresaverage of financial year- FY 2019-2020 FY 2020-2021 FY 2021-2022 | No change in RFP Clause | |
| 53 | 89 | 7.30 I (3) | ANNEXURE D: ELIGIBILITY EVALUATION | Profit / Net worth figure FY 2019-20 FY 2020-21 FY 2021-22 Should be in profit or positive net worth in any two of preceding three financial years | Profit / Net worth figure FY 2019-20 FY 2020-21 FY 2021-22 Should be in profit or positive net worth for all financial years | No change in RFP Clause | |
| 54 | 90 | 7.30 I (4) | ANNEXURE D: ELIGIBILITY EVALUATION | Proof for the production unit / factory of the brand having ISO 9001:2008 / 9001:2015 certification. If the production units are outside India, it should meet equivalent international standards. Relevant proof should be submitted | Only Certified Card manufacturers having Card Manufacturing Facility and Personalization bureau in India should be able to bid in the tender. Relevant proof to be submitted. | No change in RFP clause | |
| 55 | 90 | 7.30 I (5) | ANNEXURE D: ELIGIBILITY EVALUATION | Necessary PO/satisfactory letter for having executed orders for Supply and support of EMV Chip Dual Interface Contactless Cards in Minimum 2 scheduled commercial banks in last 3 years from the date of RFP. | Necessary PO/satisfactory letter for having executed orders for Supply and support of EMV Chip Dual Interface Contactless Cards in Minimum 1 scheduled commercial banks /Private Banks in last 3 years from the date of RFP. | Amended Clause is as under: Necessary PO/satisfactory letter for having executed orders for Supply and support of EMV Chip Dual Interface Contactless Cards in Minimum 1 scheduled commercial banks in last 3 years from the date of RFP. | Refer Corrigendum |
| 56 | 90 | 7.30 I (7) | ANNEXURE D: ELIGIBILITY EVALUATION | The bidder should be the Original Equipment Manufacturer (OEM) or their authorized representative in India. If the bid is submitted by an Authorized partner , the Original Equipment Manufacturer (OEM) shall certify that the dealership/channel partnership arrangement with the bidder is currently in force. | Only Certified Card manufacturers having Card Manufacturing Facility and Personalization bureau in India should be able to bid in the tender. Relevant proof to be submitted. | No change in RFP Clause | |
| 57 | 1 | 1 | ANNEXURE: TECHNICAL EVALUATION CRITERIA Evaluation Parameter | Bidders experience in printing & delivering EMV Debit cards in last 5 years from the date of RFP (Copy of PO/work order along with satisfactory Performance Certificate to be submitted as necessary evidence) | Bidders experience in printing & delivering EMV/Dual Interface Debit/Credit/Prepaid cards in last 5 years from the date of RFP (Copy of PO/work order along with satisfactory Performance Certificate to be submitted as necessary evidence) | Bidders experience in printing & delivering EMV Debit cards/ Credit Cards in last 5 years from the date of RFP (Copy of PO/work order along with satisfactory Performance Certificate to be submitted as necessary evidence) | Refer Corrigendum |
| | 1 | 1(a) | ANNEXURE: TECHNICAL EVALUATION CRITERIA Evaluation Parameter | in Public sector undertaking / Govt. Organization/ PSBs/ Public Insurance companies (10 Marks for each organization having printed & delivered with minimum 2 million EMV Debit cards and in multiple of 10 for each such credentials subjected to Max 40 Marks) | in Public sector undertaking / Govt. Organization/ PSBs/ Public Insurance companies (10 Marks for each organization having printed & delivered with minimum 1 million EMV Debit/ Credit/Prepaid/Smart Cards cards and in multiple of 10 for each such credentials subjected to Max 40 Marks) | in Public sector undertaking / Govt. Organization/ PSBs/ Public Insurance companies (10 Marks for each organization having printed & delivered with minimum 2 million EMV Debit cards/ Credit cards and in multiple of 10 for each such credentials subjected to Max 40 Marks) | Refer Corrigendum |
| 58 | 1 | 1(b) | ANNEXURE: TECHNICAL EVALUATION CRITERIA Evaluation Parameter | in private Banks / foreign banks/ any other BFSI Sector (8 Marks for each organization having printed & delivered with minimum 2 million EMV Debit cards and in multiple of 8 for each such credentials subjected to Max 40 Marks) | In private Banks / foreign banks/ any other BFSI (Fintech/Program Manager) Sector (10 Marks for each organization having printed & delivered with minimum 1 million EMV Debit/ Credit/Prepaid/Smart cards and in multiple of 10 for each such credentials subjected to Max 40 Marks) | in private Banks / foreign banks/ any other BFSI Sector (8 Marks for each organization having printed & delivered with minimum 2 million EMV Debit cards/ Credit cards and in multiple of 8 for each such credentials subjected to Max 40 Marks) | Refer Corrigendum |
| 59 | 77 | 7.27 (1) | ANNEXURE A: COMMERCIAL BID FORMAT | Item Qty (B) Card plastic: 2,00,00,00 | Is bidder expected to quote for Blank Preprinted Plastic or Complete Printed Dual Interface Card. | Complete Printed Card | |
| 60 | 77 | 7.27(2) | ANNEXURE A: COMMERCIAL BID FORMAT | Item Qty (B) Paper Laminated Pouch:2,00,00,000 | Is it a normal Paper Pouch or RFID Pouch. If it's a RFID Pouch, please provide the specification | The Pouch should be RFID | |
| 61 | 77 | 7.27(3) | ANNEXURE A: COMMERCIAL BID FORMAT | Contactless Antenna for the NFC enabled/Contactless equipped with Dual Interface/ Contactless (NCMC) functionality cards | Is Bidder expected to Quote only of Antenna & Separately for Printed Card Plastic mentioned in Sr. No.1 | The cost of card printing, personalization and dispatch should be included in the line items specified in the commercial bill of material | |

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| 62 | 77 | 7.27(3) | ANNEXURE A: COMMERCIAL BID FORMAT | Form Factor (optional) 5,00,000 (indicative) | We request for more detail on the Form Factor | Form factors are replacement of plastic debit card in the form of wearables where the chip is embedded into it. | |
| 63 | 90 | 6 | 7.30 Annexure D Eligibility Criteria | Necessary PO/satisfactory letter for having executed orders of minimum 100 Lakhs debit cards cumulatively during last 3 years from the date of RFP. (This certification is in addition to the copies of purchase orders enclosed) | Considering last 2 years of pandemic we request you to make it 40 lakhs debit cards during last 3 years or please extend this to last 5 years for 100 lakhs from date of RFP. | Necessary PO/satisfactory letter for having executed orders of minimum 100 Lakhs debit cards/ credit cards (EMV/Dual Interface) cumulatively during last 5 years from the date of RFP. (This certification is in addition to the copies of purchase orders enclosed). | Refer Corrigendum |
| 64 | 9 | Para 7 | Bid Collection and Submission Calendar | 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 or other documents. It should be in separate cover to be handed over to the department. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme. | We request you to give exemption for EMD to medium enterprises falls under MSME. | As per GOI guidelines industry registered under MSME category micro and small enterprises are exempted from EMD and tender fee submission. | |
| 65 | 28 | 6.21 | Liquidated Damages / Penalty | In case these milestones are not met then the bidder will have to pay penalty to Bank @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 10%. If delay exceeds two weeks from due date of implementation, Bank reserves the right to cancel the entire order. | Due to semiconductor shortages we request you to give relaxation on this clause. Chip short supply is still there. | No change in RFP Clause | |
| 66 | 25 | 6.16 | Exit Option & Contract Re-negotiation | Delay in delivery / installation / commissioning of solution beyond the specified period for the same as mentioned in the order | Due to semiconductor shortages, we request you to give relaxation on this clause. Chip short supply is still there. | No change in RFP clause | |
| 67 | 11 | 3.1. | Two Bid System Tender | The Technical Bid and Commercial 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 schedule date given in this document. | However on page number 12 it has been mentioned as "Bidders are required to submit Bid Security/EMD in ENVELOPE-II (Bid Security)". Trust the Bid security is to be provided in separate folder inside the technical bid. | Document needs to be uploaded in GeM portal as response. Legal document executed on stamp paper like Pre Contract Integrity Pact, NDA etc and EMD in form of DD/ BG should be couriered in physical form. BG should be valid for 90 days | |
| 68 | 16 | 3.13. | Format for Commercial bid | The Commercial bid must not contradict the Technical bid in any way. The suggested format for submission of Technical Bid is as follows: | The technical bid must be submitted/arranged as mentioned here or as per the "Annexure 2: Checklist of documents to be submitted" on page number 41. | Document needs to be uploaded in GeM portal as response. Legal document executed on stamp paper like Pre Contract Integrity Pact, NDA etc. | |
| 69 | 18 | 3.17. | Price | But the price of semiconductor chips has to be revised for reduction based on market discovery made on quarterly basis to take impact of any downward movement in chip price. | Trust the price of semiconductor chips will also be revised in case of upward movement in chip price. | No change in RFP clause | |
| 70 | 20 | 3.22. | Earnest Money Deposit | In case of Bank Guarantee from other than Public sector banks prior permission of Bank is essential. | Request the Bank to accept/approve the Bank Guarantee from Kotak Mahindra Bank Limited. | Bank accepts PBG of all scheduled commercial banks | |
| 71 | 21 | 3.23. | Commercial | Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. | Commercials will be applicable based on man-day efforts. A suitable commercials will be mutually discussed by following the Change Management/ Request process. | No change in RFP clause | |
| 72 | 23 | 6.4. | Performance Bank Guarantee (3%) | The successful bidder should furnish a Performance Bank Guarantee to the extent of 3% of the value of the entire contract (Bidder's share of TCO) within 30 days of the date of receipt of the purchase order. | Request the bank to give 45 days time from date of receipt of the purchase order to furnish the Bank Guarantee. | No change in RFP Clause | |
| 73 | 48 | ANNEXURE 8: | DETAILS OF PAST EXPERIENCES OF HANDLING SIMILAR PROJECT RECORD | Total Amount of Order | We can provide the all the details asked for along with satisfactory certificate but we cannot provide the amount of order as it is client confidential. | Only count of Debit Cards supplied will be sufficient | |
| 74 | 51 | ANNEXURE 10: | PROPOSED TEAM PROFILE | [Map the Projects here with Proposed Scope] | Trust these details are to be provided by the successful bidder. | Bidder understanding is correct | |
| 75 | 53 | ANNEXURE 12: | PRE CONTRACT INTEGRITY PACT | PRE CONTRACT INTEGRITY PACT | Integrity Pact should be submitted on Non Judicial stamp paper of Rs.100 or Bidder's letterhead? | Pre Contract Integrity Pact to be submitted on Non Judicial stamp of Rs.500 as per format given in RFP document. Pre Contract Integrity Pact must be duly signed and stamped by designated authority having power of attorney | |
| 76 | 69 | ANNEXURE 20: | MANUFACTURER'S AUTHORIZATION FORM (MAF) | MANUFACTURER'S AUTHORIZATION FORM (MAF) | Request the bank to accept the MAF as per the format provided by card manufacturer. | MAF as per format given in RFP Document on OEM/ Card Manufacturer's letter head is acceptable | |
| 77 | 90 | ANNEXURE D: ELIGIBILITY EVALUATION | 4 | Proof for the production unit / factory of the brand having ISO 9001:2008 / 9001:2015 certification. If the production units are outside India, it should meet equivalent international standards. Relevant proof should be submitted | Please confirm if such certification is expected for the production unit only. | Certification for the production unit / factory is expected | |
| 78 | 92 | ANNEXURE E: PAYMENT TERMS | f. | Payment shall be released at the end of each month after submission of invoice and satisfactory service letter from concerned official and in conformance with all the terms and conditions including SLA mentioned in Agreement. | Request the Bank to release the payment within 15 days from the date of undisputed invoice. | No change in RFP Clause | |
| 79 | 77/ 82 | Annexure A Dispatch and returns management | 9 | Payment to the designated courier agency/ India Posts for dispatch of cards to branches/ customer's communication address shall be made by the Bidder Postal services/Courier services will be advised by the Bank. All processes like MIS, POD management, return management and other related documentation with respect to dispatch have to be taken care by the bidder. | The Bank has indicated that PIN Mailer may be included later. The Bank be please informed that as per guidelines the PIN Mailer is supposed to be sent by a separate courier. Also Bank has mentioned that they would be advising the courier services / vendor later Further since there is no separate line item mentioned in the Annexure A for courier charges, requesting Bank to please clarify on this and related points. | charges for dispatch/delivery of the card should be appropriated within the existing line items of bill of materials. | |
| 80 | 94 | Annexure G | b | Non production of proof of dispatch within 48 hrs from submission of Card File generated / PIN Mailers | Requesting Bank to reframe the same to read as " Non production of proof of dispatch within 48 hrs from submission of correct Card File generated / PIN Mailers" | No change in RFP clause | |

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| 81 | 94 | Annexure G | b | Return of a consignment for illegible address label. | Requesting Bank to remove this point as illegible address labels are also exposed to risks of mishandling by courier vendors - which cannot be traced / managed directly by us. | No change in RFP clause | |
| 82 | 90 | 7.30. ANNEXURE D: ELIGIBILITY EVALUATION | 10 | Bidder should have PCI DSS certification / PCI CP compliance for Supply, Personalization – Printing, Embossing of EMV Chip Cards and NPCI Certification for National Common Mobility Cards (NCMC). However, the cards need to be as per standards and compatible with transaction standards | Since all card Personalization Bureaus are certified by Associations (MC , Visa , Rupay) on PCI CP standards - requesting Bank to kindly ignore this requirement | Bidder or his OEM should have PCI DSS certification / PCI CP compliance for Supply, Personalization – Printing, Embossing of EMV Chip Cards and NPCI Certification for National Common Mobility Cards (NCMC). However, the cards need to be as per standards and compatible with transaction standards | Refer Corrigendum |
| 83 | 5 | | 2.INVITATION FOR TENDER OFFERS | In case of bidders registered with "National Small Industries Corporation Limited" (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC/MSME under single point registration scheme (Please refer to Annexure 1). | We are registered under MSME Category Medium - C enterprise. Will we be eligible for waiver on EMD and Tender Fee submission? | As per GOI guidelines industry registered under MSME category micro and small enterprises are exempted from EMD and tender fee submission. | |
| 84 | 79 | ANNEXURE: TECHNICAL EVALUATION CRITERIA | Evaluation Parameter | a in Public sector undertaking / Govt. Organization/ PSBs/ Public Insurance companies (10 Marks for each organization having printed & delivered with minimum 2 million EMV Debit cards and in multiple of 10 for each such credentials subjected to Max 40 Marks) b in private Banks / foreign banks/ any other BFSI Sector (8 Marks for each organization having printed & delivered with minimum 2 million EMV Debit cards and in multiple of 8 for each such credentials subjected to Max 40 Marks) | 1. Please consider both Public Sector and Private Sector experience equal as technology and operation processes are same for each type of organization. 2. Add points for delivery of premium cards like metal card, eco cards etc. | No change in RFP Clause | |
| 85 | 21 | 3.24.Order Splitting | | If any of L-2 or L-3 bidder does not accept the L-1 Price, the order shall be split into remaining two bidders in the ratio of 60:40. If None of L-2 & L-3 bidder accepts L-1 Price, 100% order may be awarded to L-1 Bidder. | Please allow L1 bidders to accept lower volume and pass remaining volume to L2/L3 bidders. | No change in RFP Clause. | |
| 86 | 37 | 6.37.Other Terms and Conditions: | | 11.Revision in prices: The bank reserves the right to review and re-negotiate the price with the successful bidder/s in case of downward revision of the prices. | Vendor should also have right to negotiate upward revision on price incase of increase of rates of chips or other raw materials. | No change in RFP clause | |
| 87 | 40 | 7.1 | ANNEXURE 1: | This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.202____. Further we certify that the Company is classified under SME as per MSME Act 2006. | As per statement in invitation of bid, please modify this clause to: This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, as per Audited Balance Sheet as on 31.03.202____. Further we certify that the Company is classified under MSME as per MSME Act 2006. | annexure format reframed. | |
| 88 | 89 | 7.29 ANNEXURE D: ELIGIBILITY EVALUATION | 3 | Profit / Net worth figure FY 2019-20 FY 2020-21 FY 2021-22 Should be in profit or positive net worth in any two of preceding three financial years | We understand having only positive Net Worth in last two years would suffice the requirement. | Bidder's understanding is correct. | |
| 89 | 92 | 7.30.ANNEXURE E: PAYMENT TERMS | | | We understand Bank would pay separately for card production and personalization. | No change in RFP clause | |
| 90 | 39 | 6.47 | Audit and Inspection of Record | Bank, its representative, RBI and Government Agencies shall have all the rights to carry out the VAPT (Vulnerability and penetration testing) or other system Audit for the service offered under this RFP. | Requires Clarification. Will the Auditor verify the VAPT Reports, or please clarify? VAPT Reports are available for on-site for review & the VAPT activity is carried out as per NPCI guidelines only by a CERT-In Empanelled Vendor. | Yes, depending on the requirement. | |
| 91 | 93 | 7.32 (d) | 7.32ANNEXURE F: PROJECT TIMELINES | d.Acceptance Test shall be carried out on the servers/equipment/software jointly by the representatives of the Bank and the bidder, after the installation is completed | Requires Clarification. What constitutes in Acceptance Test, that require Bank intervention on Servers. | Acceptance test will include: no change -to be reviewed | |
| 92 | 68 | 7.19 | ANNEXURE 19: LIST OF HARDWARE AND SOFTWARE COMPONENTS | The below software are proposed for implementation of scope mentioned in RFP. If Bank would like to procure the below licenses (Complete or partial) independently The below Hardware items are proposed for implementation of scope mentioned in RFP. If Bank would like to procure the below items (Complete or partial) independently | Requires Clarification Is there are Hardware / Software provided by Bank that will be considered as a Dedicated Bank Resource? | this annexure applicable only when bidders required any specific software licenses. Bank will not provide any additional resources. | |
| 93 | 28 | 6.24.Liquidated Damages / Penalty | | In case these milestones are not met then the bidder will have to pay penalty to Bank @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 10%. If delay exceeds two weeks from due date of implementation, Bank reserves the right to cancel the entire order. | 1. Penalty should only be on the delayed part of order. 2. Penalty should not be calculated on all taxes, duties, levies etc. | Bidder's understanding is correct. | |
| 94 | 18 | 3.17 | Price | But the price of semiconductor chips has to be revised for reduction based on market discovery made on quarterly basis to take impact of any downward movement in chip price. | We request that increase in price should also be considered | No change in RFP clause | |

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| 95 | 24 | 6.14 | Protection of Reputation | Bank has a right to impose penalty for the reputational loss on account of business disruption if Company fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the company against its services. Company undertakes and agrees to indemnify the Bank against such losses suffered. | We understand that this statement is open ended and needs to have some capping on the liability and cant be kept open ended. Either delete this provision or provide some capping say max 2% of the billing amount during that month, etc | Legal terms No change | |
| 96 | 25 | 6.15 | Cancellation of Contract and | In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled. | We request that this provision needs to be deleted as there are many factor considered while bidding further if contract is cancelled for reason within control of bidder in that case only this clause should be invoked and not otherwise | No change in RFP clause | |
| 97 | 27 | 6.21.1 | Termination | 1The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason. | We request that same right shall be provided to bidder also | No change in RFP Clause. | |
| 98 | 27 | 6.21.3 | Termination | The bidder shall have right to terminate only in the event of winding up of the Bank. | We request that bidder should also have right to terminate if there is breach by bank of any of its obligation and if the breach is not cured within 15 days from the date of notice. | No change in RFP clause | |
| 99 | 28 | 6.22 | Effect of Termination | 1.The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm. | Any such unfortunate situation should be mutually discussed and agreed before any disision. | No change in RFP clause | |
| 100 | 28 | 6.23 | Service Level Agreement | 1.The selected bidder should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement (NDA). The selected bidder should execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order/Letter of Intent. | SLA terms and conditions needs to be negotiated and mutually agreed between both parties | No change in RFP Clause | |
| 101 | 29 | 6.24 | Liquidated Damages / Penalty | Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Purchase Order. | We request that once penalty is levied in that case bidder should be relieved from obligation | No change in RFP clause | |
| 102 | 30 | 6.25 | Indemnity | 2.The breach by the Bidder of any of its obligations under Confidentiality, 5.Negligence and misconduct of bidder, its employees, and agents 6.Breach of any terms of agreement document or Representation made by Bidder. 8.Loss of data due to bidder provided facility. "Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities and shall exclude indirect, consequential damages." | We request that this needs to modify as follow : 2.The material breach by the Bidder of any of its obligations under Confidentiality, 5. Gross Negligence and misconduct of bidder, its employees, and agents 6. material Breach of any terms of agreement document or Representation made by Bidder. 8. Loss of data due to bidder provided facility. "Indemnity would be limited to court awarded damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities and shall exclude indirect, consequential damages." | No change in RFP Clause | |
| 103 | | | Indemnity | | Bank shall indemnify, save and hold harmless to bidder from any claim, damages, etc that result because of any act, omission or reason attributable to Bank | No change in RFP clause | |
| 104 | 30 | 6.26 | Force Majeure | | We request that chip crisis and global supply chain disruption should also be included in force maejure clause | No change in RFP clause | |
| 105 | 31 | 6.28 | Non-Disclosure Agreement | | We request that information of Bidder shall also be accorded same confidential treatment | No change in RFP clause | |
| 106 | 32 | 6.3 | limitation of liability | Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value. | kindly consider to limit the liability to 3 month amount paid by Bank immediately preceding 3 months from claim arise date or in alternate may be limited to 10% of the amount paid to bidder in a particular Financial year in which claim arise | No change in RFP clause | |
| 107 | 32 | 6.3 | limitation of liability | Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. | We request that "gross" word to be inserted before word "Negligence" | No change in RFP clause | |
| 108 | 32 | 6.3 | limitation of liability | Under no circumstances Bank of shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. | We request that this clause shall be made neutral and be applicable to both the parties | No change in RFP clause | |
| 109 | 32 | 6.31 | Confidentiality | | First of all this confidentiality clause should also cover information of Bidder and be made neutral. Secondly there needs to be time cap for confidentiality obligation post expiry of the agreement and cant be left for perpetual (refer point (f) of confidentiality information defn. and point (d) at the end of the clause "6.31"). | No change in RFP clause | |
| 110 | 43 | NDA | | (iv)treat Confidential Information as confidential for a period of contract plus 1 year from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive forever. | Requesting to modify as below *(iv)treat Confidential Information as confidential for a period of contract plus 1 year from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive for the same period as mentioned in this point i.e., period of contract plus 1 year from the date of receipt.* | No change in Clause. | |

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| 111 | 44 | | Damages | Damages: The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach of contract and undertakes to indemnify for the same | This clause needs to be mutually applicable to both parties. Further word "indirect" needs to be deleted | No change in RFP Clause | |
| 112 | 45 | NDA | | The provisions hereunder shall survive termination of the Contract. | This provision needs to be aligned with post expiry termination of the NDA i.e., 2 years | No change in RFP clause | |
| 113 | 55 | 6 | Fail clause | | Contract made at different time may have different pricing based on volatility of market. We request that bank to delete this clause. | No change in RFP clause | |
| 114 | 92 | payment terms | | | Please provide number of days after acceptance of invoice. | No change in RFP clause | |

| Pre-bid General Queries : RFP 12/2022-23 for Supply, Printing, Personalization and Dispatch of EMV Debit Dual Interface Contactless | | | | |
|---|--|--|---|----------------|
| Sr. No. | General Query related to RFP | Comment / Suggestions | Proposed Bank's Response | Updated Clause |
| 1 | As per RFP page no. 15, the suggested form for submission of Technical bid has been given. Also in page no. 40 Annexure 2 : Checklist of documents to be submitted has been shared. | Kindly suggest which format we need to consider since both the formats are different | Document needs to be uploaded in GeM portal as response. Legal document executed on stamp paper like Pre Contract Integrity Pact, NDA etc and EMD in form of DD/ BG should be couriered in physical form. EMD in form of DD is valid for 90 days and EMD in form of BG is valid for 180 days. | No change |
| 2 | Earnest Money Deposit: As per tender, DD has to be valid for 90 days from the due date of the tender. | DD has to be obtained atleast 5 days before submission date since we need to courier the same. Normally DD validity will be 90 days from the date of obtaining the DD. Kindly suggest or Please provide BG format for obtaining the BG or suggest whether we can do online payment | Yes. The same has been specified clearly in the RFP | No change |
| 3 | Online submission | Kindly confirm whether we need to submit Technical and Commercial bid through GEM portal | Yes | No change |
| 4 | 5.1.2 Page No. 22 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 In the RFP ANNEXURE 1: CERTIFICATE FOR TENDER COST/ EMD WAIVER FOR MSME/NSIC FIRMS. In the document its mentioned as Chartered Accountant Certificate required | We are covered under MSME (Medium) as per MSME Act 2006. So instead of SME where we can have certificate from CA as covered under MSME (Medium as per MSME Act 2006) | Format corrected | No change |
| 5 | Please clarify if the Bank is asking for a separate Return management solution . Also there is no separate line item mentioned for the same (even as optional) in the commercials. | | No | No change |