



**RFP Reference No.072019**  
**REQUEST FOR PROPOSAL (RFP)**  
**For Supplying, Printing, Personalization, and Dispatch of EMV Debit Dual**  
**Interface Contactless Cards**



NAME OF THE PROJECT: Supplying, Printing, Personalization, and  
Dispatch of EMV Debit Dual Interface Contactless Cards

Bank of Maharashtra  
Head Office, 'Lokmangal'  
1501, Shivaji Nagar  
Pune-411005

Website: <https://www.bankofmaharashtra.in>

Cost of RFP Document: Rs. 17,700/-

## Table of Contents

<b>INVITATION FOR TENDER OFFERS</b>	<b>6</b>
<b>1. INTRODUCTION</b>	<b>7</b>
<b>IMPORTANT DATES</b>	<b>7</b>
<b>IMPORTANT CLARIFICATIONS/ABBREVIATIONS</b>	<b>8</b>
1.1. Introduction	8
1.2. Information Provided	8
1.3. Disclaimer	8
1.4. Recipient Obligation to Inform Itself	9
1.5. Evaluation of Offers	9
1.6. Errors and Omissions	9
1.7. Acceptance of Terms	10
<b>2. RFP RESPONSE TERMS</b>	<b>10</b>
2.1. RFP Response Submission	10
2.2. Tender Fees	10
2.3. Registration of RFP Response	11
2.4. Soft Copy of Tender Document	11
2.5. Offer Contract Period	11
2.6. Communication on the RFP	11
2.7. Notification	12
2.8. Disqualification	12
2.9. Language	12
2.10. Formats of Bids	12
2.11. Timeframe	12
2.12. RFP Response Submission Details	13
2.13. Format for Technical Proposal	15



2.14.	Masked Commercial-----	17
2.15.	Earnest Money Deposit-----	17
2.16.	Performance Bank Guarantee (PBG) -----	17
2.17.	Format for Commercial Proposal -----	17
2.18.	Scope of work -----	18
3.	EVALUATION PROCESS -----	26
3.1.	Opening of Technical Proposal -----	26
3.2.	Preliminary /Eligibility Scrutiny -----	26
3.3.	Technical Proposal Evaluation Criteria-----	26
3.4.	Commercial Proposal Evaluation Criteria -----	26
4.	TERMS & CONDITIONS -----	27
4.1.	General Terms-----	27
4.2.	Rules for Responding to this RFP -----	28
4.3.	Price Bids-----	28
4.4.	Others-----	29
4.5.	Other RFP Requirements-----	31
4.6.	Contract Commitment -----	32
4.7.	Payment Terms -----	32
4.8.	Sub-Contracting-----	32
4.9.	Contract Validity & Service Continuity-----	33
5.	SERVICE LEVELS -----	33
5.1.	General - -----	33
5.2.	Project Timelines and Liquidated damages-----	34
5.3.	Penalty -----	34
5.4.	Services -----	35
5.5.	Customization and Upgrades -----	35



<b>6. GENERAL TERMS &amp; CONDITIONS</b>	<b>35</b>
6.1. Dispute Resolution	35
6.2. Governing Laws	36
6.3. Notices and other Communication	36
6.4. Force Majeure	36
6.5. Assignment	37
6.6. Waiver	37
6.7. Confidentiality	37
6.8. Severability	39
6.9. Intellectual Property Rights	40
6.10. Termination	40
6.11. Effect of Termination	41
6.12. Publicity	41
6.13. Solicitation of Employees	41
6.14. Inspection of Records	41
6.15. Compliance with applicable Laws	42
6.16. IT ACT	42
6.17. Aadhar ACT 2016	43
6.18. ISMS Framework	43
6.19. Order Cancellation	43
6.20. Indemnity	43
6.21. Corrupt and Fraudulent Practices	44
6.22. Integrity Pact	45
6.23. Amalgamation	45
6.24. Change Management	45
6.25. Violation of Terms	46
6.26. Authorized Signatory	46
6.27. Non-Disclosure Agreement	46

<b>6.28. Right to Reject Proposals</b>	<b>47</b>
<b>6.29. Limitation of Liability</b>	<b>47</b>
<b>6.30. DISCLAIMER</b>	<b>48</b>
<b>Annexure 1: Technical Proposal Covering Letter</b>	<b>49</b>
<b>Annexure 2: Letter of Authorization for submission of the proposal</b>	<b>50</b>
<b>Annexure 3: Eligibility Criteria</b>	<b>51</b>
<b>Annexure 4: Details of Bidder</b>	<b>53</b>
<b>Annexure 5: Manufacturer Authorization Form</b>	<b>54</b>
<b>Annexure 6: Details of Supply/Work Order</b>	<b>55</b>
<b>Annexure 7: Commercial Bid Format ( On Letter Head of Bidder )</b>	<b>56</b>
<b>Annexure 8: Format for Pre-Bid Queries</b>	<b>57</b>
<b>Annexure 9: Conformity Letter</b>	<b>58</b>
<b>Annexure 10: Proforma for BG</b>	<b>59</b>
<b>Annexure 11: Compliance Agreement</b>	<b>61</b>
<b>Annexure 12: Non-Disclosure Agreement</b>	<b>62</b>
<b>Annexure 13: Eligibility Evaluation Form</b>	<b>64</b>
<b>Annexure 14: Pre Contract Integrity Pact</b>	<b>65</b>
<b>Annexure 15: GUIDELINES, TERMS &amp; CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION</b>	<b>70</b>
<b>Annexure 16: FORMAT OF CONFORMITY LETTER WITH DEVIATIONS/ SUGGESTIONS</b>	<b>74</b>
<b>ANNEXURE-17: SELF DECLARATION</b>	<b>75</b>
<b>Annexure 18 – Technical and Functional Specifications</b>	<b>76</b>
<b>Annexure 19 – Undertaking of Information Security</b>	<b>79</b>

## **INVITATION FOR TENDER OFFERS**

Bank of Maharashtra intends to invite sealed tender offers (Technical bid and Commercial bid) from eligible bidders for Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless Cards under various schemes like PMJDY, MUDRA, MKCC etc. in accordance with the scope set out in the tender document for a period of 3 years.

A complete set of tender documents may be purchased by eligible bidder upon payment of a non-refundable fee of **Rs.17,700/- (Rs. Seventeen thousand seven hundred only)** which is **inclusive of GST** by Demand draft / Bankers Cheque in favour of Bank of Maharashtra, payable at Pune.

The copy of RFP document may be obtained from below mentioned address on all working days in person.

**The Deputy General Manager,  
Information Technology,  
Bank of Maharashtra, Head Office,  
“Lokmangal” 3rd Floor,  
1501, Shivajinagar, Pune 411 005**

The RFP document may also be downloaded from Bank's website  
<https://www.bankofmaharashtra.in>

The bidder downloading the RFP document from Bank's website must pay the cost of the RFP document in a separate cover, at the time of submission of the bids. In case the bidder wants to attend the Pre-Bid Meeting, the cost of RFP document has to be paid at the time of Pre-Bid Meeting.

The bidders are expected to examine all instructions, forms, terms & conditions, Bank of Maharashtra project requirements and other information in the RFP documents. Failure to furnish all information required as per the RFP document or submission of proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit.

**All RFP offers must accompany Earnest Money Deposit (EMD) as specified in this RFP document. The cover containing EMD amount should be handed over in a separate cover to the department.**

RFP offers will be opened in the presence of the bidder representatives who choose to attend the opening of RFP on the specified date, time and place.

Technical Specifications, Terms and Conditions and various formats for submitting the RFP offer are described in the RFP document and its annexure.

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

General Manager  
Information Technology

## **1. INTRODUCTION**

### **IMPORTANT DATES**

<b>RFP Reference Number</b>	072019
Cost of RFP document	Rs.17,700/-*# (inclusive of Taxes)
Earnest Money Deposit ( EMD ) amount	Rs. 15,00,000 (Rs. Fifteen Lakh only)
Date of commencement of sale of RFP document	26/08/2019
Last Date of Sale of RFP Document	19/09/2019 upto 1400 Hrs
Queries to be mailed by	04/09/2019
Pre-Bid meeting**	06/09/2019 at 1100 Hrs
Date and time for Bid Submission (Soft copy and hard copy)	19/09/2019 upto 1400 Hrs
Date of Opening of Eligibility Bid and Technical Bids	19/09/2019 at 1530 Hrs
Place of opening of RFP Offers	Head Office, Bank of Maharashtra, 1501, 'Lokmangal', Shivajinagar Pune-411005
Address for Communication	The Deputy General Manager, Information Technology, 1st Floor, Old Mumbai Pune Highway, Morewadi, Pimpri Colony, Pimpri Chinchwad, Pune – 411 034
Contact Telephone/ Fax Numbers	020 - 27335343,27335344,27335336
Email address	<a href="mailto:gaurav.kumar1@mahabank.co.in">gaurav.kumar1@mahabank.co.in</a> <a href="mailto:nilesh.potdar@mahabank.co.in">nilesh.potdar@mahabank.co.in</a> <a href="mailto:cmitd@mahabank.co.in">cmitd@mahabank.co.in</a>
Website	<a href="https://www.bankofmaharashtra.in">https://www.bankofmaharashtra.in</a>

\*Tender copy price & EMD is compulsory to participate in bid process.

# Exemption for Price for Tender Copy & EMD for Eligible Bidders as mentioned under Application Money clause and Eligibility Criteria.

\*\* Only the authorized representatives of the bidder (maximum 2 persons) who have either purchased the RFP document or are exempted from tender fee will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company. In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response.

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 or authorized representatives of the bidder who choose to attend the opening of tender on the above-specified date, time and place. Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document and it's all annexures.

## **IMPORTANT CLARIFICATIONS/ABBREVIATIONS**

The following terms are used in the document interchangeably to mean -

- Bank or BOM means ' Bank of Maharashtra'
- RFP means the Request for Proposal document.
- Bidder / Respondent - signifies those who purchase this tender document and submit response to it.
- Solution provider and Bank shall be collectively referred to as 'Parties'
- NCMC- National Common Mobility Card (NCMC)

### **1.1. Introduction**

Bank of Maharashtra is a nationalized Bank serving the nation for over 84 years. The Bank has over 1832 branches and various Zonal/corporate offices across the length and breadth of the country. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office, The Head Office of the Bank is at Lokmangal, 1501, Shivajinagar, Pune - 411005.

Bank of Maharashtra intends to invite sealed tender offers (Technical bid and Commercial bid) from eligible bidders for Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless Cards under various schemes like PMJDY, MUDRA, MKCC etc. in accordance with the scope set out in the tender document for a period of 3 years.

Detail functional and technical requirements for Supplying, Printing, Personalization and dispatch of EMV Debit Dual Interface Contactless Cards has been given in this document under TERMS OF REFERENCE section of this RFP.

### **1.2. Information Provided**

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document. Neither Bank nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification or due diligence exercise in relation to the contents of any part of the RFP document.

Bank may update or revise the RFP document or any part of it. The recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original.

### **1.3. Disclaimer**

This Request For Proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') to select a bidder for Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless

Cards in accordance with the scope set out in the tender document for a period of 3 years. The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the bank and any successful bidder as identified by the bank, after completion of the selection process as detailed in this document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

#### **1.4. Recipient Obligation to Inform Itself**

The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

#### **1.5. Evaluation of Offers**

Each recipient acknowledges and accepts that Bank may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of organization, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any contract or arrangement which may result from the issue of this RFP document or any investigation or review carried out by a Recipient. The Recipient acknowledges by submitting its response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.

#### **1.6. Errors and Omissions**

It is understood, acknowledged and agreed that while this RFP includes specific requirements and specifications for the Work, the Bank shall not be held liable for any errors or omissions in any part of the Bid Document. While the Bank has used considerable effort to ensure an accurate representation of information in the Bid Document, the information contained in the Bid Document is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Bank, nor is it necessarily comprehensive or exhaustive. Nothing in the Bid Documents is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Bid Documents.

There will be no consideration of any claim, after submission of Bids, that there is a misunderstanding with respect to the conditions imposed by the Contract. If a Proponent finds discrepancies in, or omissions in the bid document, or is in doubt as to their meaning, the Proponent shall notify the Designated Official in the Bank, who reserves the right, for any reason to issue a written addendum/ corrigendum to Proponents at any time prior to the Bid closing. Addenda/corrigenda issued during the RFP period shall be construed as part of RFP.

The Bank will assume no responsibility for oral instructions or changes.

### 1.7. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as specified in this RFP document.

## 2. RFP RESPONSE TERMS

### 2.1. RFP Response Submission

RFP Response may be received no later than 19/08/2019 at 14:00 Hours. Any bid received after specified date and time of the receipt of bids as mentioned above, will not be accepted by the Bank.

One paper copy and one (1) electronic copy (Power Point or Microsoft Word and Excel, on CD) of all submissions must be supplied to Bank RFP Evaluation Team and addressed to “Bank – RFP Evaluation Team –” **RFP for Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless Cards under various schemes like PMJDY, MUDRA, MKCC etc. to Bank of Maharashtra at -**

Bank's address
The Deputy General Manager, Information Technology, Head Office, Bank of Maharashtra, 1501, Lokmangal, Shivajinagar Pune-411005

Submission will be valid if -

- Copies of the RFP are submitted in physical form before the aforementioned closing time and
- All the submissions – separate sealed envelope for Eligibility & Technical Proposal, another sealed envelope for Commercial Proposal and EMD must be sealed in one single sealed envelope or sachet and submitted.
- Demand draft/ Bank Guarantee for Earnest Money Deposit (EMD) is submitted in a separate envelope.

**Only One Submission Permitted:** Only one submission of response to RFP by each Bidder will be permitted. The RFP application shall be accepted by the Bank only in the original, and the same shall not be accepted if the required details are filed in photocopy of the RFP document or sent through facsimile.

### 2.2. Tender Fees

Bidder has to submit demand draft for Rs. 17,700/- (Rupees Seventeen thousand seven hundred only) issued by any scheduled commercial bank in India, in favour of the ‘Bank of Maharashtra’, payable at Pune towards cost of this RFP document. The same has to be submitted along with the bid. This is non-refundable. Bidders must have to purchase tender document to participate in pre-bid meeting. Please note that the prospective bidder needs to purchase the tender document from the Bank and is invited to attend the pre bid meeting on

mentioned date and time at Bank of Maharashtra, Head Office, Pune. In case the prospective bidder downloads the document from website of the Bank, the cost of tender document should be paid along with the Bid response.

Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), Government of India from time to time.

### **2.3. Registration of RFP Response**

Registration of the RFP Response will be effected by the Bank by making an entry in a separate register kept for the purpose upon the Bank receiving the RFP Response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through e-mail/Fax, the RFP Response is liable to be summarily rejected. All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

### **2.4. Soft Copy of Tender Document**

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

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

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

### **2.5. Offer Contract Period**

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

### **2.6. Communication on the RFP**

Recipients are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for clarification

as per details provided in the RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as an Addendum to the RFP and will be published on the Bank's website under the Tenders section. However, the Bank will not respond to any communication initiated by the Recipient(s) beyond the dates provided in the section "IMPORTANT DATES".

The Bank may in its absolute discretion seek any additional information/ clarification from any Respondents on the RFP Response as part of the evaluation process and all such information and material provided must be taken to form part of that Recipient(s) Response to the RFP.

Respondents should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Recipient(s) via email. If the Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, the Bank reserves the right to communicate such response to all Recipient(s).

The Bank may in its absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

The Bank is not bound to reply the queries not pertaining to this document. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all bidders.

## **2.7. Notification**

Bank will notify the Respondents in writing as soon as practicable about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

## **2.8. Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

## **2.9. Language**

The RFP Response prepared by the Respondent as well as all correspondence and documents relating to the RFP exchanged by the Respondent with the Bank and supporting documents and printed literature shall be in English language only.

## **2.10. Formats of Bids**

The Respondents should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the organizations with which the Respondents have rendered their services for execution of similar projects.

## **2.11. Timeframe**

The timeframe has been provided at the start of this document for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

## **2.12. RFP Response Submission Details**

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 scheduled date given in this document. All envelopes should be securely sealed and stamped.

Important - The eligibility credentials, financial reports & other necessary documents shall be distinctly separated by separator sheets positively and the technical bid shall be submitted in an orderly and neatly bound manner on the address given as under -

### **Bank's address**

The Deputy General Manager  
Bank of Maharashtra  
Information Technology Department,  
"Lokmangal", 1501, Shivajinagar, Pune – 411005

Following two officers have been authorized to accept the tender documents -

- a) Shri. Gaurav Kumar, Sr. Manager- Head Office Pune  
**Mail ID:** gaurav.kumar1@mahabank.co.in
- b) Shri. Nilesh Potdar, Manager- Head Office Pune  
**Mail ID:** nilesh.potdar@mahabank.co.in

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

- Type of Offer (Technical/Commercial)
- 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.

### **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 this document. The Technical bid should not contain any price information. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. A photo copy of original Commercial offer with prices duly MASKED be submitted along with the Technical Bid. A soft copy of TECHNICAL BID (In Microsoft

Powerpoint/Word/Excel) should be submitted along with Physical copy of TECHNICAL BID in the form of CD/DVD.

Bank reserves the right to reject any bid submitted without masked commercial/Soft Copy of bids.

Any Technical Bid containing any type of pricing details related to this RFP will be rejected outright.

#### **ENVELOPE-II (Commercial bid) -**

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

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

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

#### **ENVELOPE-III (Original EMD):**

Bidders are required to submit along with the offer a Demand Draft / BG drawn in favor of Bank of Maharashtra and payable at Pune, (valid for 180 days from the date of the tender) for an amount of Rs.15 lakhs (Rupees Fifty lakhs only) towards Earnest Money Deposit (EMD).

#### **Pre Bid Queries:**

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 over e-mail on or before the date and time as mentioned above. The queries shall be submitted in forms given under Annexure-8.

Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website.

Only the authorized representatives of the bidder (maximum 2 persons) who have either purchased the RFP document or are exempted from tender fee will be allowed to attend the Pre-Bid Meeting along with authorization letter issued by respective company.

Bank will hold Pre-Bid meeting on below mentioned address: -

**Bank of Maharashtra, Information Technology Department,  
1st Floor, Old Mumbai Pune Highway,  
Morewadi, Pimpri Colony,  
Pimpri Chinchwad, Pune – 411 034**

### **IMPORTANT POINTS TO BE NOTED**

- a) The sealed bid envelopes should be delivered to the RFP Coordinator/s at the postal address mentioned in the point “Key Information on the RFP Response Submission”. The Bank has nominated the RFP coordinator/s to manage the bid process on behalf of the Bank.
- b) All the queries and communication must be addressed to the RFP Coordinator/s from the Bank.
- c) All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- d) All letters must be addressed to the RFP Coordinator/s.
- e) Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submissions by the same organization, the first submission will be treated as final by the Bank for the purpose of evaluation of responses). All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank, form part of the final contract between the Bank and the selected Respondent.
- f) Unsigned responses would be treated as incomplete and are liable to be rejected.

### **2.13. Format for Technical Proposal**

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. if any.

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

1. Index
2. Covering letter. This should be as per Annexure-1
3. Details of the bidder, as per Annexure-4.
4. Compliance of eligibility criteria along with support documents as per Annexure-3 & Annexure-13
5. Manufacturers' Authorization Form as per Annexure-5
6. Details of Past installation/Service contract records , as per Annexure-6
7. Conformity letter as per Annexure-9
8. Non-Disclosure Agreement as per Annexure-12
9. Pre-Contract Integrity Pact as per Annexure-14
10. Compliance Agreement as per Annexure-11
11. Valid Bank Draft / Bank Guarantee in lieu of EMD (To be submitted in a separate envelope along with the First Copy of Technical Bid.)as per Annexure-10

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



12. Technical bid with Specifications as given in Annexure-18, complete with all the columns filled in.
13. 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

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
a)	Support Personnel		
b)	Technical Inspection & Performance Evaluation		
c)	Performance Bank Guarantee		
d)	Payment Terms		
e)	Delivery,		
f)	Completeness of Installation		
g)	Termination		
h)	Governing Laws		
i)	Confidentiality		
j)	Order cancellation		
k)	Liquidated Damages		
l)	Penalty		
m)	Failure		
n)	Indemnity		
o)	Publicity		
p)	Guarantees		
q)	Force Majeure		
r)	Resolution of Disputes		
s)	Non-Disclosure Agreement		
t)	Adoption of Integrity Pact		

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

All documentary evidence wherever required to be submitted be properly arranged.  
Copy of the Commercial Bid duly masking the price column be submitted along with Technical Bid.

14. Bidder's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document
15. All documentary evidence wherever required to be submitted be properly arranged.
16. Copy of the Commercial Bid duly masking the price column.

#### **2.14. Masked Commercial**

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

#### **2.15. 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 180 days from the date of the tender) for an amount of Rs. 15 lakhs (Rupees Fifteen lakhs only) towards Earnest Money Deposit (EMD). Offers made without EMD will be rejected. Bank will not pay any interest on the EMD. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank (other than Bank of Maharashtra) or any scheduled commercial bank acceptable to Bank of Maharashtra. For Bank Guarantee other than from a Public sector bank, prior permission of Bank of Maharashtra shall be essential. The format of BG is enclosed as Annexure-10.

**Unsuccessful Firms who have not been selected** –The EMD will be returned by the Bank within two weeks from closure of the selection process. No interest shall be paid on the EMD under any circumstances.

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

#### **2.16. Performance Bank Guarantee (PBG)**

Within Thirty (30) days of the receipt of Purchase Order from Bank, the successful bidder shall furnish the performance security in the form of Bank Guarantee, issued by a Scheduled Bank in India other than Bank of Maharashtra, for 10% (ten percent) of the TCO for contract period of 3 years. The PBG should be valid for valid for 42 months from the date of commencement of agreement.

#### **2.17. Format for Commercial Proposal**

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

1. Index
  2. Covering letter
  3. Commercial Version of Bill of Materials (as per Annexure-7). This must contain all price information, including necessary details.
  4. A statement that the bidder agrees with Payment terms given in the tender.
- The bidder must quote for ALL the fields mentioned in table Bill of Material (as per Annexure-7) and also fill up the TCO for L1.

## 2.18. Scope of work

National Common Mobility Card (NCMC) is dual interface (Contact & Contactless) EMV card. This is aimed at low value payments for various segments e.g. transit, smart cities, toll, parking and other low value merchant payments in addition to the normal day to day retail payments. These are capable of supporting not only payment products but also transit applications like passes & government applications such as social security, driving license, ID/access card etc. This will have increased customer convenience as it would allow customers to use the same card for variety of needs

The scope of work is mentioned below -

- Preparation of Art Work of ATM cards, as per the design finalized by Bank, obtaining approval of design and product of EMV Chip Dual Interface Contactless (NCMC) Debit Card (RuPay / VISA) (i.e. Contactless (NCMC) Card) as per Bank's requirements. The certification cost to be paid to the respective network of existing card product will be borne by the successful bidder.
- Building Interface with the EMV Chip Dual Interface Contactless (NCMC) (Including RFID Tag) Debit Card (RuPay/VISA) Management System along with image, photo card
- Under RuPay, many card variants like PMJDY, MUDRA, MKCC etc or other variants requirement of which may arise under RuPay category in future, is required in contact and contact less cards.
- In future Bank may choose to introduce Card products of other networks/Types and selected Bidder may require to manufacture such Dual Interface Contactless (NCMC) Cards. The Certification Cost to be paid to any networks for new card products has to be borne by the successful bidder.
- Procurement
  - Blank Plastic (Base Card) as per specification approved for EMV Chip Dual Interface Contactless (NCMC) Cards (RuPay/VISA)
  - Supply of PIN Mailer Stationery including envelope for dispatch as per specification for printing of PIN, at ATM Switch centre Pune or any other location as specified by Bank from time to time.
  - Envelopes, Welcome Letter, User Guide, Terms and Conditions as per Bank's specification for welcome kit. Design and text for the above documents/ items shall be provided by Bank. Bidder has to format/finalize these documents and arrange to print in standard quality paper. Changes if required in the existing collateral shall be advised to the bidder from time to time. Bidder will immediately arrange for the required changes without any additional cost to the bank. Bank may also require to add additional documents in welcome kit without any additional cost.
- Personalization of cards  
This includes card embossing of name data printing as per approved specifications of various networks. Bank may also ask bidder to print other data like Photo or other things on card, as per requirement.

- Printing of Welcome Kit

This will include printing of Window Envelopes, Welcome Letters, User Guides, Terms & Conditions, leaflets, Card Pouches, PIN Mailers etc as per specifications mentioned below and contents / design approved by the Bank. It will also include printing of envelopes for dispatch of PIN mailers.

- Other work

- This includes variable data printing on the welcome letter, card pasting on the welcome letter, insertion of welcome letter, user guide, Terms & Conditions, leaflet, card pouch, in envelopes, sorting, packing in cartons with content list/s, dispatch.
- 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. The Bank for security reasons may facilitate PIN printing at its own premises. The Bank may give PIN printing activity to a separate bidder or to the finalized bidder at its own discretion.
- 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.

- Dispatch and Returns Management

- All cards shall be dispatched to Branch address / other locations as directed by the Bank from time to time.
- Dispatch of the Cards (all variants) to the Branches/ Administrative offices through courier / Indian Postal / Speed Post Service, Registered Post or any other service as advised by the Bank in branch wise lots on daily basis. 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 bidder has to send e-mail to branch/office with consignment details subsequent to dispatch.
- Returned consignment should be returned to Bidder/Branch Address. If consignment is returned at bidder address then bidder shall maintain a proper record of such returns with specific reasons and re-dispatch these cards / consignments after remedial measures are complied with, duly recorded, without any extra charge to the Bank. In all cases where reasons of return are attributed to the bidder, postage / courier charges shall also be borne by the bidder.

- Packing

The packing material and the way consignments are packed shall be to the Bank's satisfaction after observing a drop test and moisture test. The bidder shall ensure that the packing is done in the right way and with material which ensures compliance to the aforementioned tests.

- Disposal of rejected cards

Rejected cards should be destroyed by the bidder under camera surveillance and the Backup of the CCTV recording should be retained for a period of 3 months. A daily report on the rejected cards should be made available to the Bank.

- SFTP or any other mode of secure communication with digital signature / encryption & decryption for download and upload of customer data /Emboss and Pin data from ATM Switch Centre. Keys for encryption/Digital Signature should be securely kept and approved processes should be followed.
- Daily MIS Reports for production, dispatch of PINs and card with consignment nos and date of dispatch, and stocks of cards, pin mailers and other stationery to be sent to the Bank. The bidder should also alert the Bank in case of re-order requirements for any specific kind of plastic well in advance of a stock- out situation.
- Multiple quantities may be ordered for different variants of Cards for the quantity (say 1000 minimum) as per requirement of the Bank arising from time to time over a period of 3 years.
- The bidder should integrate their MIS with a web based facility for online tracking the status of dispatch sent through courier / speed post.
- Technical specifications of card plastics, EMV Chip Dual Interface Contactless (NMC) Debit Cards (RuPay/VISA/etc.) (NMC Cards) and collateral stationery are stated in Annexure 18– Technical and Functional Specifications.
- Card plastic personalisation, administration of welcome kit and making ready for dispatch

The card plastic personalization process to be followed is as under -

- The card personalisation should be done strictly as per guidelines of networks for EMV chip cards including data preparation. Bank will provide data multiple times through SFTP. The personalized cards as per process detailed herein will have to be handed over to the courier/ India Post designated by the bank on next working day of receipt of data.
- The encrypted card production file for the cards generated from the card management software will be sent by Bank through a secured FTP channel (to be provided by the selected bidders) to the selected bidders for personalization including data preparation.
- Personalization of the card plastic includes Magnetic Stripe & EMV Chip encoding, Front indenting and Rear Indenting.
- Welcome Letter personalization-The selected bidders have to print the customer details (such as Account number (masked), Customer name, Customer full address, Branch name, contact no., batch details, AWB No - in case of direct dispatch of cards to customers on the welcome letter, print the card number in the space provided in welcome letter and the full branch address on the top right hand side.

- Personalized Card to be pasted on the welcome letter.
- Stuffing of the Welcome Letter along with other welcome kit stationary 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.
- Printing of list for details of cards branch-wise.
- Matching the number of kits with the list per branch and Insertion of card packets & list in respective branch packets.
- Printing and affixing branch address label on the branch packet with details such as Branch code & full communication address, Batch No. , Serviceable mode (Courier/India Post), Barcode/AWB No of courier, weight of the packet etc. in case of branch dispatch.
- Sorting of Branch packets into serviceable by Bank's designated courier and India Post.
- Handover of packets to Bank's designated courier/ India Post with details in hardcopy and softcopy as required by the couriers/ India Post.
- Batch wise report to be provided on daily basis with all details (batch no, branch-wise cards dispatched count, number of packets) to the Bank.
- Selected bidder will build necessary controls and security for card file processing like end to end encryption. After personalization of cards, the selected bidders must have a mechanism in place to ensure that the embossed files are deleted immediately, automatically and permanently as per the security guidelines of Visa, NPCI etc.
- Currently, all the cards and welcome letter are personalized in English. However, in case Bank decides, selected bidder will have to arrange for personalization in other languages also.

**All the above mentioned activities associated with Personalisation and Administration of cards have to be done in-house by the selected bidders and cannot be sub contracted. Please note that the payment to the designated courier/ India Posts for dispatch of cards to branches/ customer's communication address will be made by the Bidder and should be factored in the pricing.**

- Welcome Kit stationery items



**A. Specification of Welcome Kit Stationery items for Bank of Maharashtra -**

<b>Sr No</b>	<b>Product</b>	<b>Specifications</b>
1	Window Envelopes with top open ( Card Envelope )	<ul style="list-style-type: none"> <li>• Flap with Strip gumming</li> <li>• No. of windows - 1 / 2</li> <li>• Size 9.0(w) x 4.3(h) inches (slightly higher size for insta cards to accommodate PIN mailer envelope)</li> <li>• 4 colour printing</li> <li>• 90 GSM JK SHB paper, full BOPP Lamination inside (min. 10 micron)</li> <li>• Matter in English</li> </ul>
2	Welcome Letter	<ul style="list-style-type: none"> <li>• Size - A4 (21 cm(W) X 29.7 cm(H))</li> <li>• 4 Colour printing on both sides</li> <li>• 100 GSM Super Sunshine paper</li> <li>• Matter in English and Hindi</li> </ul>
3	Paper Laminated Pouch	<ul style="list-style-type: none"> <li>• Size 91.6 mm(W) X 59.98 mm(H)</li> <li>• 4 Colour printing (front &amp; back)</li> <li>• 170 GSM Art Paper</li> <li>• Lamination - BOPP outside</li> <li>• Matter in English</li> </ul>
4	Terms & Conditions Booklet	<ul style="list-style-type: none"> <li>• Single page size 3.6 X 8 inches</li> <li>• Double page size 7.2 X 8 inches</li> <li>• Total pages : 8</li> <li>• Paper - 80 GSM maplitho</li> <li>• Printing in single colour</li> <li>• Matter in English and Hindi</li> </ul>
5	Leaflets ( Variant Wise )	<ul style="list-style-type: none"> <li>• Close Size - 3.6 X 8 inches</li> <li>• Open Size - 7.2 X 8 inches</li> <li>• Paper - 90 GSM Matte Art Paper</li> <li>• Printing - 4 colours on one side</li> <li>• Matter in English and Hindi</li> </ul>

**Note -**

- All welcome kit stationery items (except variant wise leaflet) are common for all the variants except Mahabank Kisan Credit Cards.
- In case Bank requires, bidder will have to arrange for printing the welcome kit stationery in Hindi and/ or other Regional Language along with English.
- For Mahabank Kisan Credit Cards, all items for Bank of Maharashtra kit will be required with following difference -

Different artwork

T & C booklet will be in 4 colour instead of 1 (one) colour

**B. Specifications for branch envelopes**

- a. Micron : 60, Material : Co-extruded LDPE film, White outside and Black inside



- b. film type : Glossy, Type of Flap : Round Flap (1.25 inch), No. of colours/ sides : 1 colour/ 1 side.
  - c. Sealing : Twin seal and temper proof sealing, Security Border : Required
  - d. Gumming Area : 10 mm
- Setup and implementation activities -
  - Test Key exchange and dispatch of white card plastic for testing - This activity should be completed within 5 working days from the date of providing all the requirements by Bank for respective variants and card schemes.
  - Submission of Card plastic design for approval - The proof should be submitted within 2 working days to the Bank for approval. Submission to the card scheme should be completed within 2 working days from the date of receipt of design approval from the Bank. This activity has to start in parallel and immediately on receipt of the purchase order. In case of delays beyond 3 days, it should be communicated to the Bank immediately for necessary follow up with the scheme. Approved artwork in .cdr or any other standard format to be provided to the Bank.
  - Supply of card plastic - The card plastic should be available for personalisation within 4 weeks from the date of design approval from respective card scheme.
  - Production Key exchange - This activity should be completed within 2 weeks from the date of receipt of white plastic approval from the respective card scheme including bank dependencies.
  - Approval for artwork and sample for welcome kit stationery items - Upon receipt of the design from the Bank, the selected bidder shall provide the proof for approval to the Bank within 3 working days. Changes to the proofs, if any suggested by the Bank be carried out immediately. The welcome kit should be available well in time before completion of the card plastic approval and delivery. The selected bidders should provide the finalized artwork in .cdr / .ai/ any other appropriate editable format to the Bank. Any changes in between should be carried out and stationery item be changed accordingly.
  - Welcome letter personalisation, branch list and branch address label printing - The Bank will provide the formats for these activities immediately with the work order. Selected bidders will have to customize all these activities as per requirements within 2 weeks from the date of work order.

Note - No separate charges will be payable by the Bank to the selected bidders for the key exchange activity, test cards/white plastics, card design approval process, dispatch of test card/white plastics/sample physical cards for approval or for any other activity as required by Visa/NPCI/etc. in the EMV chip card / Contactless (NPMC) card approval, welcome kit artwork preparation, changes to the design, etc. during the contract period.

- MIS Reports -

Selected bidders are required to provide following MIS reports (as per Bank's format for uploading data in to Bank's/ third party portal) in softcopy as per the periodicity mentioned -

- a. Card personalisation and Dispatch report (daily)
  - b. Connection file for all couriers with tracking number details (daily)
  - c. Card plastic and stationery stock report (daily)
  - d. Rejected card report (daily)
  - e. RTO dispatch report (daily)
  - f. Any other related report required by the Bank (as and when required)
- **Quality -**
    - Quality of the plastic cards will be determined on the criteria of quality and position of magnetic Stripe & chip, thickness of the Card plastic, lamination quality, clarity and durability of contents printed on the card, overall look & feel, rejection ratio etc. Please note that, no material like EMV Chip, RF tag, plastic etc. will be used for manufacturing the Card from manufacturers who have been banned by any regulatory authority/ Govt. organization. If found otherwise, bidder will have to replace all these Cards at no extra cost to the Bank. If the successful bidder is found to use any chip in the ATM Card which has been banned by any regulatory authority/UIDAI/NPCI etc., the Bank has the right to terminate the contract with the Bidder and may recommend to IBA for blacklist the Bidder from participating in any IBA member bank's business offer.
    - The quality of card personalization will be determined based on the look and durability of the data printed and encoded on the card.
    - The quality of welcome kit items will be determined based on the paper quality, GSM of the paper, quality of printing, gumming/ pasting, durability, overall look & feel.
    - The bidder should ensure that the welcome kit is handed over to the courier, India post in good condition and ensured it is handed over to them in closed environment and under security.

The selected bidder/s shall ensure that all materials supplied/ services provided shall be of superior quality, strict compliance with the given specifications and suitable for the intended purpose. The Bank may reject and return at the risk and cost of the selected bidder/s, any defective deliveries or the deliveries not confirming to the specifications/ proofs approved by the Bank and VISA/ NPCI/ etc.. The Bank's decision will be final regarding quality and acceptability of the goods.

- **Card Plastics & Welcome Kits inventory -**

The selected bidder should stock the printed welcome kits and procure/manufacture card plastics following guidelines of NPCI/VISA and other networks, as the case may be. The selected bidder has to maintain proper record of item-wise opening stock, consumption and the closing stock of cards and welcome kits on a daily basis and communicate the same to Bank on daily basis. The stock shall be subject to periodic audit by the Bank/ regulator or its representatives and the selected bidder/s should make necessary arrangements for the same. The selected bidder has to ensure that sufficient stock of card plastic and welcome

kits of each variant are available at any point of time to ensure smooth and uninterrupted card issuance.

The selected bidder has to arrive at a reorder level for procuring the plastics and welcome kits (based on Bank's forecasts, actual consumption, lead time for procurement etc.) and initiate the measures for procuring new lot of plastics and welcome kits in consultation with the Bank sufficiently in advance.

- Future modifications/ enhancements -

In case the Bank joins any other payment network / Bank and/ or begins issuance of cards for any other subsidiary/ associate in future, the selected bidder should accommodate the same without any additional cost to the Bank.

In the event of any modifications/ changes in the process of personalisation/ administration or changes in the specifications for any of the deliverables, etc., selected bidders will have to accommodate the same at no additional cost to the Bank.

- Location of the Bureau -

In case the selected bidder has more than one bureau at different locations, the selected bidder will have to personalise the cards only from the bureau of Bank's choice. The criteria for choice of the location by the Bank includes but not limited to customer base in the region, convenience, cost of dispatch etc

- Working on Saturdays -

The selected bidder/s will have to carry out the activities mentioned under this RFP on all Saturdays also except public holidays. For the purpose of calculating penalty, Saturdays will also be considered.

- The selected Bidder must strictly adhere to the delivery dates or lead times including the timelines. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (related to this RFP) due to the selected Bidder's inability to perform as per the terms of this RFP and subsequent SLA that selected Bidder will be responsible for any additional re-procurement costs suffered by the Bank. The liability of re-procurement costs in such an event could be limited to the amount actually additionally spent by Bank for procuring similar deliverables and services.
- The selected Bidder shall ensure that they are capable of meeting Bank's current and terminal year business volumes.

**The bidders have to submit a performance bank guarantee to the tune of 10% of the contract value, for 42 months duration**

The bidder should provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost during the contract period. Also the bidder should provide and implement functionality changes as required by the Bank during the contract period.

### **3. EVALUATION PROCESS**

#### **3.1. Opening of Technical Proposal**

Technical Bids received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms bidding who choose to attend the opening of the offer on the date and time specified in this RFP document. The Authorized representative of the firm having photo identification, present shall sign a register of attendance. The representative has to submit an authority letter duly signed by the Firm, authorizing him to represent and attend the Proposal opening on behalf of the firm.

#### **3.2. Preliminary /Eligibility Scrutiny**

Bank of Maharashtra will first scrutinize the eligibility of the bidders as per “qualification criteria” mentioned in Annexure-3 of the RFP based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation. The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.

#### **3.3. Technical Proposal Evaluation Criteria**

Bank of Maharashtra will scrutinize the offers. Bank of Maharashtra will determine whether the technical specifications along with documents have been furnished as per RFP .The bidders who qualify in technical evaluation will only be short listed for commercial evaluation.

#### **3.4. Commercial Proposal Evaluation Criteria**

Only those bidders who have qualified after Technical evaluation will be eligible for the next stage of evaluation i.e. Commercial Evaluation. **Bank reserves the right of selection of bidder either by opening of Commercial Bids of bidders or proceed with the selection of bidder through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The details of Reverse Auction process are given in Annexure-15 for reference.**

Bank of Maharashtra will consider the TCO (Total Cost of Ownership) for the purpose of price comparisons given by the bidders on the figures in commercial offer as mentioned in Annexure-7.

**Total TCO = Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless Cards in accordance with the scope set out in the tender document for a period of 3 years.**

Bank also reserves the right of selection of Bidder either by Opening of Commercial Bids of bidders (who are found eligible after evaluation of Technical Bids) or proceed with the selection of Bidder through On Line Reverse Auction.

### **3.5. Order Splitting**

With a view to reducing the risks of delay in the project implementation, Bank reserves the right to split the order tentatively in the ratio of 50:30:20 between the bidders offering the lowest TCO (L1), the bidder offering the second lowest total price (L2) and the bidder offering the third lowest total price (L3) provided the difference in total price between L1 and L3 is less than or equal to 15%. However, the Purchase Order (P.O.) for L2 and L3 will only be at the rate offered by L1. If L2 and/ or L3 do not accept the purchase order in writing within 5 working days, then purchase order will stand automatically cancelled. If any one of the bidders out of L2 or L3 accepts the purchase order in writing, within 5 working days, and the other refuses, the Bank will split the order in ratio of 60:40 between L1 and L2 (if L2 accepted the offer) and in the ratio of 70:30 between L1 and L3 (if L3 accepted the offer). If difference in total price between L1 and L3 exceeds 15%, but the difference between L1 & L2 is less or equal to 15%, then the Bank will split the order in the ratio of 60:40 between the bidder offering the lowest total price and the bidder offering the second lowest total price (L2), subject to L2 matching the price with L1 prices. The purchase order for L2 will be at the same rate as offered by L1. If L2 does not accept the purchase order in writing within 5 working days, then the purchase order will stand automatically cancelled. If the difference in total price between L1 and L2 exceeds 15%, the Bank will place the entire order on L1 bidder. L2 and L3, in the event of splitting of order are required to match their item wise prices with L1. Bank reserves the right to decide on the splitting of order. The bidder may quote the best competitive price in the commercial bid as Bank reserves the right to opt for Reverse Auction and in case Bank does not opt for Reverse Auction, the commercial bid submitted by the bidders will be opened to decide the L1 price. The contract shall be split between L1 & L2 bidder in the ratio 60:40. However, the Bank will also be at complete liberty and reserves the full right to change this proportion in case of performance related or any other such issues by the selected bidder/s.

## **4. TERMS & CONDITIONS**

### **4.1. General Terms**

The Bank expects the Organization to adhere to the terms of this RFP and would not accept any deviations to the same.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the Organization, the RFP shall be the governing document for arrangement between the Bank and the Organization.

The Bank expects that the Organization appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

#### **4.2. Rules for Responding to this RFP**

All responses received after the due date/time as mentioned in this RFP would be considered late and would be liable to be rejected.

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

All RFP responses would be deemed to be irrevocable offers/proposals from the Organizations and may be accepted by the Bank to form part of final contract between the Bank and the selected Organization. Unsigned responses would be treated as incomplete and are liable to be rejected.

The responses once submitted cannot be withdrawn/ modified after the last date for submission of the responses unless specifically permitted by the Bank.

The Organization may modify or withdraw its offer after submission, provided that, the Bank prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Organization subsequent to the closing date and time for submission of the offers.

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

In case of discrepancy in soft copy and hard copy of the responses, the Selected Organization agree that Bank will consider hard copy as final and it will be binding on the Selected Organization. The Bank in this case may also reject the offer outright.

The Selected Organization at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Organization shall be fully responsible for deviations to the terms & conditions etc as proposed in the RFP.

All Respondents are expected to provide the commercial bid amount in Indian Rupees for the TCO excluding GST in the format given in Annexure-7. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc except the agreed charges and applicable GST. The Bank will pay the GST as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the Selected Organization's payments. The firms shall take into account all conditions and difficulties that may be encountered during the course of assignment while quoting their fee.

#### **4.3. Price Bids**

Only those bidders who have qualified after Technical evaluation will be eligible for the next stage of evaluation i.e. Commercial Evaluation. Bank reserves the right of selection of bidder either by opening of Commercial Bids of bidders or proceed with the selection of bidder through Online Reverse Auction. If Bank opts for Reverse Auction, the Commercial Bids will not be opened. The details of Reverse Auction process are given in Annexure-15 for reference.

Bank of Maharashtra will consider the TCO (Total Cost of Ownership) for the purpose of price comparisons given by the bidders on the figures in the Bill of Material.

**TCO = Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless Cards in accordance with the scope set out in the tender document for a period of 3 years**

#### **4.4. Others**

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. The Bank reserves the right to withdraw, cancel or postpone the RFP and subsequent process at any stage, without assigning any reason.

Failure of the Bank to select an Organization shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all responses in part or in full, without assigning any reason whatsoever.

By submitting a response to the RFP/ proposal, the Organization agrees to promptly contract with the Bank for any work awarded to the Organization. Failure on the part of the awarded Organization to execute a valid contract with the Bank will relieve the Bank of any obligation to the Selected Organization, and a different organization may be selected based on the selection process.

The terms and conditions as specified in the RFP and addendums (if any which will be notified on the Bank's corporate website [www.bankofmaharashtra.in](http://www.bankofmaharashtra.in) thereafter are final and binding on the Organizations. In the event that the Organization is not willing to accept the terms and conditions of the Bank, the Organization may be disqualified. Any additional or different terms and conditions proposed by the Organization would be rejected unless expressly accepted by the Bank in writing.

The selected Organization must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Organization's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Organization's inability to meet the established delivery dates or any other reasons attributing to the Organization then that Organization will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank.

The Organization represents that the RFP Response to be submitted shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Organization at no additional cost to the Bank.

The Organization also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Organization of responsibility for the

performance of all provisions and terms and conditions of this RFP, the Bank expects the Organization to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

All terms and conditions, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Organization. The Bank shall not be responsible for any judgments made by the Organization with respect to any aspect of the Service. The Organization shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc as mentioned in this RFP.

The Bank and the Organization covenants and represents to the other Party the following -

- a) It is duly incorporated, valid existing and in good standing under as per the laws of the state in which such Party is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations thereunder. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by such Party -

- a) Will not violate or contravene any provision of its documents of incorporation;
- b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- c) Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder. The Organization shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the assignment, from time to time.

The Bank would not assume any expenses incurred by the Organization in preparation of the response to this RFP and also would not return the proposal documents to the Organizations.

The Bank will not bear any costs incurred by the Organization for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all Bidders for clarification on their offer. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Deputy General Manager - Information Technology of the Bank will be the final authority in case any interpretation of any clause of the RFP is required and his decision in this regard shall be final.

#### **4.5. Other RFP Requirements**

This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all Organizations about changes, if any.

The Bank may revise any part of the RFP, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date. The addendums, if any, shall be published on the Bank's website only.

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

Organizations shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the RFP coordinator mentioned in this RFP, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to the RFP or through electronic mail; the preference for distribution would be with the Bank.

**Preliminary Scrutiny** - The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Organizations and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

**Clarification of Offers** - To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its sole discretion, ask some or all Organizations for clarification of their offer. The Bank has the right to disqualify the Organization whose clarification is found not suitable to the proposed assignment.

**Alterations** - The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the equipment being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given

in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

**Fixed price** - The Commercial Bid shall contain the Commercial Bid which shall be on a fixed fee basis including all types of charges/costs except GST.

**Right to Alter Scope** - The Bank reserves the right to alter the requirements specified during the RFP stage. The Bank also reserves the right to add/ modify/ delete one or more units from the list of items specified as part of the requirements for the purpose of the RFP.

If the Bank is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such Respondents will not be short-listed for further evaluation. No further discussions shall be entertained with such Respondents in respect of the proposal submission.

#### **4.6. Contract Commitment**

The Bank intends that the contract commitment, which is contemplated herein with the successful Bidders, shall be for a period as defined by the Bank as per the specifications contained in this RFP.

#### **4.7. Payment Terms**

Payment as quoted in the bid process and accepted by Bank shall be made as per the below terms -

1. Bank will enter into a 3 year agreement with successful bidder for Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless Cards.
2. Within Thirty (30) days of the receipt of Purchase Order from Bank, the successful bidder shall furnish the performance security in the form of Bank Guarantee, issued by a Scheduled Bank in India other than Bank of Maharashtra, for 10% (ten percent) of the TCO for contract period of 3 years. The PBG should be valid for valid for 42 months from the date of commencement of the agreement.
3. No advance payment/mobilization advance shall be payable to bidder for Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless Cards.
4. 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.

The payment shall be made only upon the completion of the work / assignment to the satisfaction of the Bank in each of the modules. If any of the items/activities as mentioned in the price bid are not taken up by the Bank during the course of the assignment, the Bank shall not pay the professional fees quoted by the Bidder in the price bid against such activity/ item.

#### **4.8. Sub-Contracting**

The Bank expects a single Bidder having in-house capabilities to deliver the scope as per the Terms of Reference. However, the respondents are permitted to associate with individuals/ organizations for delivery of select services and for providing specific

propositions to the Bank as deemed necessary to address the scope of work as specified in the Terms of Reference.

In case the Bidder or the associate firm is found to not possess the requisite capabilities, they will be summarily disqualified from the process for this assignment.

#### **4.9. Contract Validity & Service Continuity**

The contract shall be valid for a period of 3 years. The bank intends to order 200 lakh cards with welcome kits in the contract period. The Bank shall be at liberty to place an additional 25% of quantity of welcome kits / other items mentioned in the RFP till the contract period is over.

After the completion of initial period of 03 (Three) years, the contract may be extended / renewed for a period of 2 years on the same terms and conditions as mentioned herein.

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

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

Quantity quoted is only indicative and can increase or decrease by 25%.

### **5. SERVICE LEVELS**

#### **5.1. General -**

The bidder shall abide to the Service Level Agreements mentioned in the RFP as below -

The selected bidder will assume total responsibility for the fault free Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless Cards in accordance with the scope set out in the tender document for a period of 3 years.

The selected bidder will accomplish preventive maintenance activities/ software, firmware upgrades on Quarterly basis and breakdown maintenance to ensure that all hardware function without defect or interruption.

The selected bidder will also provide software/firmware upgrades during the period without any additional cost to the Bank.

Penalty charges will be subjected to a maximum of 10% of the total contract value.

The amount of penalty will be recovered from the Bidder from payments due to them. In case, no payments are due, the selected Bidder has to remit the same within 15 days of claim from the Bank failing which the Bank shall be at liberty to invoke Bank Guarantees provided for during warranty period by the selected bidder.



## 5.2. Project Timelines and Liquidated damages

The Bidder is expected to adhere to the following broad timelines:

- The bidder will within a period of 4 weeks from the date of the Purchase Order obtain approval of the Bank and the card association regarding art work and applications, arrange for test cards, complete all infrastructural requirements and begin acceptance testing.
- The delivery of plastics must begin in 15 days after the completion of acceptance testing.

Delay in beginning the delivery of plastics – if attributable to the Bidder – will result in liquidated damages at 1% of the order value per week, subject to a cap of 10% of the total order value. The delay in getting approval, if attributable to Visa / RuPay will not be taken into account and the Bidder will not be penalized for the same.

## 5.3. Penalty -

The Bidder will maintain a Turn Around Time (TAT) as detailed below:

Cards / PIN - 48 hours for dispatch of welcome kit Urgent requirements of Cards / PIN - 24 hours (From the time the data file is received by the Bidder). The Bidder will endeavor to provide cards / PINs with a shorter TAT and the same may be indicated in the Bid. The overall period of complete cycle for receipt of Welcome Kits at branches or the Centralized Processing Centre as directed by the Bank should not exceed 6 days from the date of request. The successful bidder shall remain responsible for the quality of plastic. In case the cards start providing problems due to the plastic quality of card, the entire lots of cards shall be rejected and no payment shall be made to the supplier on this account and suitable penalties as may also be levied.

Item	Penalty
Non production of proof of dispatch within 48 hrs from submission of Card File generated / PIN Mailers.	<p>The Bidder shall be charged penalty for not adhering to the TAT at the rate of Re. 1.00 per day per card / PIN not produced subject to a cap of 50% of previous month bill.</p> <p>e.g. Bank issues a work order of 1,00,000 cards on 01/08/2019. Card Data file for 50,000 cards provided to the bidder on 16/08/2019. The successful bidder should ensure dispatch of 50,000 Cards latest by 18/08/2019.</p> <p>If 30,000 card is delivered by successful bidder by 18/08/2019 and remaining 20,000 on 21/08/2019, the delivery of 20,000 cards is delayed by 2 days.</p> <p>Hence a penalty of 1 X 20,000 (quantity delayed) X 2 (delay in terms of days) = Rs. 40000 will be levied and deducted from the payment of invoice for supply of that lot.</p>
Return of a consignment for illegible address label.	Re-sending the consignment by the bidder without any cost to the Bank.
Return of a consignment in broken condition for poor packaging.	Re-sending the consignment by the bidder without any cost to the bank.

- i. In case of wrong indenting/ labelling/ stuffing of the packets including stuffing of wrong kit to wrong cards, etc. in these cases, Rs.5,000 per card kit will be deducted from the payment of the selected bidder.

(The above will include the case of wrong personalization or wrong stuffing and the selected bidder shall be liable for penalty which shall be amounting to the cost of plastic supply, personalization and delivery of the card to the recipient. Also if any fraud occur due to wrong stuffing then the loss to the customer will be payable by the selected bidder in actual. This penalty charges shall be over and above Rs.5,000 per card kit as stated above).

- ii. For not providing the MIS file/ reports within 2 working days after the due date as mentioned in the scope of works, penalty of Rs.5,000 per day per file will be deducted from the monthly payments.

#### **5.4. Services -**

##### **During Supplying, Printing, Personalization & Dispatch Support**

The bidder must provide an escalation matrix for support issues. The bidder shall provide Escalation Matrix in terms of the local timings for call logging and Approximate Response Times.

**The Bidder should provide mobile numbers of at least 2 support person who can act as support partners to any issues. These personnel should provide on-site/field support activities.**

#### **5.5. Customization and Upgrades**

The Bidder should provide details of customization capabilities as per Bank's requirements.

### **6. GENERAL TERMS & CONDITIONS**

#### **6.1. Dispute Resolution**

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.

Any controversy or claim arising out of or relating to this project and the services to be rendered by bidder under or pursuant to this project Agreement, the interpretation hereof, or its breach shall, if not resolved by mutual discussions between the parties, be settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. Arbitration shall be conducted in Pune. Language of arbitration proceeding shall be in English. The number of Arbitrators shall be Three, with each side to the dispute being entitled to appoint one Arbitrator. The two Arbitrators appointed by the parties shall appoint a third Arbitrator who shall act as the Chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. Each Party shall bear the costs, fees, etc of the Arbitrator nominated by them and shall equally bear the costs of the Umpire.

## **6.2. Governing Laws**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

## **6.3. Notices and other Communication**

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

## **6.4. 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.

If a Force Majeure situation arises, "Each Party agrees to give to the other a notice of 15 calendar days from the date of such occurrence of the incidents or notification etc. by government as applicable and such notice shall contain detail of the circumstances giving rise to the event of force majeure".

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.

## 6.5. **Assignment**

The selected Bidder agrees that the firm shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the firm's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the selected Bidder under this RFP.

## 6.6. **Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

## 6.7. **Confidentiality**

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

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

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

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

- (a) Relates to the Disclosing Party; and

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

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

#### **6.8. Severability**

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



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

## **6.9. Intellectual Property Rights**

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

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

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

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

## **6.10. Termination**

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

3. The bidder shall have right to terminate only in the event of winding up of the Bank.
4. The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the Service Level Agreement.

#### **6.11. Effect of Termination**

1. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
2. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
3. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by Bank, continue to provide facility to Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
4. Bank shall make such prorated payment for services rendered by the bidder and accepted by Bank at the sole discretion of 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.
5. Termination shall not absolve the liability of Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

#### **6.12. Publicity**

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

#### **6.13. Solicitation of Employees**

The selected Bidder during the term of the contract shall not without the express written consent of the Bank, directly or indirectly -

- a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

#### **6.14. Inspection of Records**

All selected Bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant

data. The said records are subject to examination. The Bank's auditors would execute confidentiality agreement with the selected Bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

#### **6.15. Compliance with applicable Laws**

The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

#### **6.16. 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.

#### **6.17. Aadhar ACT 2016**

The Successful bidder must comply to Aadhar Act 2016 and the subsequent amendments as applicable to the products/services.

#### **6.18. ISMS Framework**

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

#### **6.19. Order Cancellation**

**PART EXIT CLAUSE:** Bank may any time terminate or exit from the agreement for all/some specific services by giving written notice of three months to the Bidder. Bank may choose to utilize its own expertise/use any other service provider with better value proposition for customers or engage an agency identified by the Government/Regulatory/other statutory body to provide all/select services depending upon the nature of technical independence of the services/module on the proposed solution and thus fully/partly exit from the arrangement. In such cases, the amount due for the service/module for subsequent period would not be payable.

#### **6.20. 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 equipment 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.

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;
- 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.
- the breach by the Bidder of any of its obligations under Confidentiality,
- Non-compliance of Bidder with Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of Bidder, its employees, and agents
- Breach of any terms of agreement document or Representation made by Bidder.
- Act or omission in performance of service.
- Loss of data due to Bidder provided facility.

#### **6.21. Corrupt and Fraudulent Practices**

As per the Government directives, it is required that selected Bidders/ Suppliers/ Respondents observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy -

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

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

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank's discretion, to be awarded a contract if at any time it

determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **6.22. Integrity Pact**

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of Bank. The pact essentially envisages an agreement between the prospective bidders/bidders and Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in Annexure 11.

Signing of the IP with Bank would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Foreign Bidders shall disclose the name and address of agents and representatives in India and Indian Bidders shall disclose their foreign principles or associates. Any bidder/bidder not signed the document or refusing to sign shall be disqualified in the bidding process

Bidders shall 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.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.

The name and contact details of the Independent External Monitors (IEM) nominated by Bank are as under:

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

Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.

#### **6.23. Amalgamation**

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

#### **6.24. Change Management**

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

All the IT components proposed under the RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc.

If any proposed software becomes End of support/ End of life during the warranty/ AMC/

ATS period, the same will be replaced by the next version of software without any cost to the Bank. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account.

I

#### **6.25. Violation of Terms**

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

#### **6.26. Authorized Signatory**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by the Company Secretary/Director, authorizing an official or officials of the Company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

#### **6.27. 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.

Non-Disclosure Agreement to be signed by the authorized signatory at the time of submission of RFP as per Annexure 12.

## **6.28. Right to Reject Proposals**

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

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

## **6.29. Limitation of Liability**

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

Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of 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.

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

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

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

Under no circumstances Bank of Maharashtra 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 of Maharashtra has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

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

### **6.30. DISCLAIMER**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, Respondents, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (Whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, Respondents, representatives, agents, or advisors.



**Annexure 1: Technical Proposal Covering Letter**

[Location, Date]

REF:

To,

The General Manager  
Information Technology,  
Bank of Maharashtra  
“Lokmangal”,  
1501, Shivajinagar  
Pune, Maharashtra, India

Dear Sir,

We, the undersigned, offer to provide the services to Bank of Maharashtra in accordance with your Invitation for RFP Ref no \_\_\_\_\_ dated DD/MM/YYYY.

We are hereby submitting our response to your RFP invitation with all the desired information and documents.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any proposal you receive.

We remain,  
Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



**Annexure 2: Letter of Authorization for submission of the proposal**

**<ON LETTERHEAD OF THE BIDDING COMPANY>**

To,  
The General Manager  
Information Technology,  
Bank of Maharashtra,  
“Lokmangal”, 1501, Shivajinagar  
Pune, Maharashtra, India

<Bidder's representative Name> \_\_\_\_\_,  
<Designation> \_\_\_\_\_ is hereby authorized to sign relevant  
documents on behalf of the company in dealing with RFP of reference <RFP No. & Date>  
\_\_\_\_\_. He is also authorized to attend meetings & submit  
technical & commercial information as may be required by you in the course of processing  
above said RFP.

Thanking you,

Authorized Signatory

\_\_\_\_\_

<Company Name>

Seal

### **Annexure 3: Eligibility Criteria**

To qualify for submission of the bid, each bidder must meet all of the following pre-qualification criteria in their Technical Bid so as to get eligible for technical evaluation. Please note that either the Indian agent on behalf of the principal or principal itself can bid but both cannot bid simultaneously for the same item / product in the tender.

If an agent submits bid on behalf of the principal, the same agent shall not submit a bid on behalf of another principal in the tender for the same item / product.

Following shall be the Eligibility Criteria for this RFP:

<b>Sl. No.</b>	<b>Eligibility criteria</b>	<b>Support documents required to be submitted by bidder</b>
1	The Bidder submitting the offers should be a Government Organization/PSU/Private/Public Limited/Partnership/Proprietorship/other firms under Indian laws and shall be in existence for the last five years as on 31.03.2019	Certificate of incorporation
2	The Bidder must have an average turnover of minimum Rs. 10.00 Crore during each of the last 3 financial years (2018-19, 2017-18, 2016-17)	Copy of CA certified Audited Balance sheet/ CA Certificate for each of the financial years. In case audited balance sheet is not available for FY 2018-19, provisional balance sheet and certificate duly certified by CA, should be submitted.
3	The Bidder should be a profitable company or should have positive net worth in at least two of the last three financial years (2018-19, 2017-2018, 2016-17)	CA certified copy of audited balance sheet / CA Certificate containing Profit and Loss statement for each Financial years should be submitted
4	The bidding agency must be an ISO 9000 / ISO 9001 certification or equivalent. Necessary certificate be enclosed.	ISO 9000/9001 or equivalent certificates
5	Bidder should have for executed orders of minimum 100 Lakhs EMV Chip Cards during last 3 years.	Relevant PO/satisfactory letter in support should be attached. Details of the installation/service contract to be furnished in Annexure-6
6	The bidder should have minimum 6 months of relevant experience in field of Supply and support of EMV Chip Dual Interface Contactless Cards. Bidder should have executed orders for supply and Support of EMV Chip Dual Interface Contactless Cards with minimum 2 banks, at least one scheduled	Relevant PO/satisfactory letter in support should be attached. Details of the installation/service contract to be furnished in Annexure-6



	commercial banks /PSU / Government organizations in India during last two financial years.	
7	The bidder / members of the Consortium should not have been blacklisted by any government organization / banks, Self-declaration to that effect should be submitted along with the technical bid.	Self-declaration certificate as per Annexure-16
8	The Bidder should provide Manufacturing Authorized Format (MAF) for Supplying, Printing, Personalization and dispatch of EMV Chip Dual Interface Contactless Cards.	Annexure-5
9	The bidder should comply to the "Adoption of pre contract Integrity Pact" Clause as per Annexure 15	Annexure-14
10	The bidder should have available production capacity of at least 50,000 EMV Chip Dual Interface Contactless Cards per day (including printing, packing and dispatch of welcome kits).	Self-certification

**Exemption from Tender Fee & EMD:**

Exemptions regarding Tender document fees and EMD shall be available to the eligible MSMEs as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), Government of India from time to time.



#### **Annexure 4: Details of Bidder**

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

Sr No	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone/Mobile and Fax numbers	
4.	Constitution of the Company	
5.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
6.	Email Address	
7.	Year of commencement of Business	
8.	Turnover of the company (not of group) 2016-17 2017-18 2018-19	
9.	Profit / Net worth of the company (not of group) 2016-17 2017-18 2018-19	
10.	Sales Tax Number	
11.	Goods And Services Tax Number	
12.	Income Tax Number	
13.	Whether direct manufacturer or authorized service providers/agent	
14.	Name and Address of manufacturer Cards	
15.	Brief Description of facilities for manufacture, production, inspection, testing, Support and quality assurance	
16.	Brief Description of after sales service facilities available with the bidder Please fill up Annexure-6 also	
17.	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.)	
18.	ISO 9000/9001/27001 certification	



**Annexure 5: Manufacturer Authorization Form**

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/service provider) 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 average sales turnover of minimum Rs 10.00 crores each in last three financial years (i.e. 2016-17, 2017-18 and 2018-19). We also confirm that our company has positive net worth in at least two of the last three financial years (2018-19, 2017-2018, 2016-17)

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.



**Annexure 6: Details of Supply/Work Order**

Sr No	Name of the Client	Purchase Order/Indent Number & Date	Location/s	Amount	Details of Order (Supply with details e.g. No of Cards , no. of branches etc)



## **Annexure 7: Commercial Bid Format ( On Letter Head of Bidder )**

### **EMV Chip Dual Interface Contactless Cards**

<b>Sr No</b>	<b>Item</b>	<b>Rate per item ( A )</b>	<b>Quantity ( B )</b>	<b>Total Cost C ( A X B )</b>
1	Card Plastic		2,00,00,000	
2	Welcome Kit	N A	N A	N A
	Window Envelope		2,00,00,000	
	Welcome Letter		2,00,00,000	
	Paper Laminated Pouch		2,00,00,000	
	Terms & condition Booklet	Rate per page X 8 *	2,00,00,000	
	Leaflet		2,00,00,000	
3	Contactless Antenna for the NFC enabled/Contactless equipped with Dual Interface/ Contactless (NCMC) functionality cards		2,00,00,000	
	<b>Grand Total ( Excl. taxes )</b>			<b>Total of all the rows of column C</b>

Total Cost of Ownership (TCO) for 3 years (in words) Rs. \_\_\_\_\_

**\* currently number of pages of the existing terms & condition booklet is 8 which may vary from time to time and charges will be paid to the selected bidder as per the rate quoted per page**

**\*\* This will be the TOTAL COST OF OWNERSHIP (TCO)**

Note - For point no 2 and 5, please submit the rate of the specific functionality only (i.e. do not include pricing of other parameters like plastic , welcome kit etc.) and also volume of the Activities/ Item mentioned in point no 2 and 5 may change drastically or may not be used at all.

Note:

- 1) All the Columns in all the above tables must be completely filled and should not be kept blank.
- 2) The Bank at its own discretion may add/ remove the items mentioned in the welcome kit.
- 3) The Prices quoted shall be inclusive of all taxes and levies and exclusive of GST.
- 4) GST Shall be paid on actual basis.
- 5) In case of difference of amount quoted in figures and words, the amount quoted in word will be considered.
- 6) Payment to the designated courier agency/ India Posts for dispatch of cards to branches/ customer's communication address will be made by the Bank.



## **Annexure 8: Format for Pre-Bid Queries**

### A ) Queries Related to RFP

RFP : 072019		Supplying, Printing, Personalization and dispatch of EMV Chip Dual Interface Contactless Cards			
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main name Section	Clarification point as stated in tender document	Comment / Suggestions

### B) General queries Related to RFP

RFP : 072019		Supplying, Printing, Personalization and dispatch of EMV Chip Dual Interface Contactless Cards	
BIDDERS NAME			
Sr. No.	General Query related to RFP	Comment / Suggestions	

**Annexure 9: Conformity Letter**

(if applicable)

(Proforma of letter to be given by all the bidders participating in Supplying, Printing, Personalization and dispatch of EMV Chip Dual Interface Contactless Cards)

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

To

The General Manager  
Information Technology,  
Bank of Maharashtra  
“Lokmangal”, 1501, Shivajinagar  
Pune, Maharashtra, India

Dear Sir,

Sub: RFP for Supplying, Printing, Personalization and dispatch of EMV Chip Dual Interface Contactless Cards

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 16 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory Designation  
Corporate name



## **Annexure 10: Proforma for BG**

**<On letter head of promising Bank & stamped in accordance with the stamp Act>**

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

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid up to

Amount of Bank Guarantee: 10% of Total Cost of Ownership

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

1. Whereas the Beneficiary had invited tenders for vide tender No XXXXXX dated \_\_\_\_\_ for Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless Cards.
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 15 lakh (Rs. Fifteen Lakh 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 XYZ & Co.Ltd. hereinafter referred to as the said 'Contractors' have given their offer for "Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless Cards" 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.XYZ & Co. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. 50 lakh (Rupees Fifty lakh only) payable by the said Contractor/s under the said Contract.

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

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



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

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

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

Notwithstanding anything contained herein:

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

Or

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

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

## **Annexure 11: Compliance Agreement**

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

- 1) We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. XXXXXX for Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless Cards.
- 2) We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
- 3) We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
- 4) We agree not to divulge either our bids or those of other suppliers to any other external party.
- 5) Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
- 6) We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
- 7) BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
- 8) Splitting of the award decision over a number of suppliers or parts or over time (as in the case of staggered deliveries) will be at BANK OF MAHARASHTRA's discretion.
- 9) Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
- 10) BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
- 11) Please note that BANK OF MAHARASHTRA may consider debarring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
- 12) We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
- 13) Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
- 14) If successful, we are agreed to provide uninterrupted service for next 3 years.

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

**Name:**

**Designation:**

**Organization:**

**Place:**

**Stamp:**

**Date:**

**Signature:**



## **Annexure 12: Non-Disclosure Agreement**

(to be submitted on stamp paper of Rs.500)

This Non-Disclosure Agreement is made and entered into at this \_\_\_ day of \_\_\_ 2019

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

The Service Provider and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids for engagement of Service provider for Supplying, Printing, Personalization and dispatch of 200 Lakh RuPay EMV Chip Dual Interface Contactless. M/s \_\_\_\_\_ after going through the Bid Documents and being interested to act as Service Provider and provide the services for Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless Cards has submitted its Bid.

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

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

- 1) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- 2) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 3) restrict access and disclosure of confidential information to such of their employees, agents, bidders, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- 4) treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive termination/expiry of the agreement.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

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

- i. is received from a third party not subject to the obligation of confidentiality with respect to such information
- ii. is released from confidentiality with the prior written consent of the other party.

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

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

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

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

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

The provisions hereunder shall survive termination of the Contract.

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

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



### **Annexure 13: Eligibility Evaluation Form**

<b>I.</b>	<b>Short Description of Eligibility Criteria</b>	<b>Submitted Yes/No</b>	<b>Write figures wherever required</b>
1	Certificate of Incorporation		
2	Balance Sheets – 2016-17 2017-18 2018-19 (If the Balance sheet is provisional the CFO of the company should certify the same under company's seal )		Turnover : (Rs in Lakhs)
3	Profit / Net Worth figure 2016-17 2017-18 2018-19 (If the Balance sheet is provisional the CFO of the company should certify the same under company's seal )		Profit / Net Worth: ( Rs in Lakhs)
4	ISO 9000/9001/27001 certification		
5	Necessary Certificates for minimum 6 months of relevant experience in field of Supply and support EMV Chip Dual Interface Contactless Cards and executed orders for supply and Support with minimum 2 banks, at least one scheduled commercial banks /PSU / Government organizations in India during last two financial years.		
6	Necessary Certificates for executing orders of minimum 100 Lakhs during last 3 years (This certification is in addition to the copies of purchase orders enclosed)		
7	Self-declaration for being Not blacklisted		
8	Proof of Original Equipment Manufacturer (OEM) / distributor/ authorized distributor/representative who should meet all above eligibility criteria.		
9	Pre Contract Integrity Pact on Rs. 500 Stamp Paper duly signed and stamped.		
10	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.		



## **Annexure 14: Pre Contract Integrity Pact**

(to be submitted on stamp paper of Rs.500)

### **INTEGRITY PACT**

Between  
Bank of Maharashtra hereinafter referred to as "The Principal",  
and  
..... hereinafter referred to as "The Bidder/ Contractor"

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for .....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 — Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 — Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the RFP.

### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti—corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 — Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He/ she reports to the Designated Authority, Bank of Maharashtra.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non-Disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Designated Authority, Bank of Maharashtra and recuse himself / herself from that case.

5. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Designated Authority, Bank of Maharashtra within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Designated Authority, Bank Of Maharashtra, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Designated Authority, Bank Of Maharashtra has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

## **Section 9 — Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Designated Authority, Bank Of Maharashtra.

## **Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Principal, i.e. Pune.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

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

Witness 1:  
(Name & Address)

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

Witness 2:  
(Name & Address)

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



## **Annexure 15: GUIDELINES, TERMS & CONDITIONS AND PROCESS FLOW FOR E-PROCUREMENT AUCTION**

### **Introduction:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated at least 7 working Days prior to such auction Date.



- ii. Any force Majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.
- g. CONDUCT OF REVERSE AUCTION:
  - i. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
  - ii. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/ appointed/ empaneled by the Bank.
- h. PROXY BID:
  - i. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is detrimentally reached by other bidders.
  - ii. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- iii. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.
- iv. During training, the issue of proxy bidding will be clarified in detail by the service provider.
- i. TRANSPARENCY IN BIDS:
  - i. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.
- j. MASKING OF NAMES:
  - i. Names of bidders shall be masked in the Reverse Auction process and bidders will be given dummy names.
- k. START PRICE:
  - i. Bidders will fill the unit cost of the line items mentioned in ANNEXURE-7 OF RFP before the start of the bidding time as mentioned in clause no. f of this document. Once the bidding time starts the system will show the TCO of ANNEXURE-7 OF RFP. This total value is taken as the start price of the bidding process.
- l. DECREMENTAL BID VALUE
  - i. The bidders shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.1,00,000/-.
  - ii. The bid decrement value shall be in multiples of Rs. 1,00,000/-.
  - iii. The web portal shall display the next possible decremental value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level).
- iv. Decremental value will be appropriated across the line items of ANNEXURE 7 OF RFP proportionately by the system.
- m. REVERSE AUCTION PROCESS:
  - i. The procurement process shall be completed through a single Reverse Auction.
  - ii. The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
  - iii. The successful bidder shall submit a confirmation of acceptance of the last bid price of auction within 30 minutes of closing of the auction to Bank either through Fax or E-Mail. The successful bidder has to submit the final bill of material as per ANNEXURE-7 OF RFP duly signed by the authorized official to Bank within 2 hours of close of auction by mail / fax.
- iv. In the event of circumstances like no power supply, system problem, loss of internet connectivity, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc., the bidder has to ensure that they are able to convey their bidding price to the service provider by way of FAX, who will upload the Faxed price online on behalf of the bidder and confirm the receipt of FAX to the service provider. This should be done before the closure of bid time. The bidder has to ensure that the sufficient time is given to



the Service provider to upload the faxed prices online.

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

**n. EXPENDITURE ON REVERSE AUCTION:**

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

**o. CHANGES IN BUSINESS RULES:**

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

**p. OTHER INSTRUCTIONS:**

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

**q. ERRORS AND OMISSIONS:**

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

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

- a. Each bidder will get a unique User Id and Password and bidders are requested to change the Password after the receipt of initial Password from the service provider. All bids made from the User ID given to the bidder will be deemed to have been made by the bidder. The auction type is English Reverse No Ties.
- b. The duration of Auction will be of 30 minutes. If some bidder is bidding during the last 3 minutes of Auction closing, the Auction time will get extended for another 3 minutes from the time of the last accepted bid. Such extension will be allowed to continue till no bid is placed within 3 minutes of the last quote of such extended time. There is no restriction of extensions.
- c. Auto-bid feature will be enabled from the start time of bidding. This feature will be explained during training to the bidders.
- d. Bank of Maharashtra reserves the right to reject any or all the bids without assigning any reason whatsoever.
- e. There shall be no variation between the on-line bid value and signed document to be submitted by the L1 bidder.
- f. Bidding will be conducted in Indian Rupees (INR).
- g. The bidder has to quote the total cost of items mentioned in ANNEXURE-7 OF RFP to arrive at the TCO.
- h. The TCO amount after closure of reverse auction is final and shall be accepted by the L1 bidder.
- i. The bids (Commercials) shall be firm for a period as specified in RFP and shall not be subjected to any change whatsoever.

- j. Bidder has to submit acceptance to the terms and conditions of Reverse Auction and required compliance and other formats as mentioned in this document along with technical bids.
- k. Only those bidders who are technically qualified and competent to provide the required solution as per RFP 072019 are only eligible to participate in Reverse Auction Process.
- l. All eligible bidders are requested to ensure that they have a valid digital certificate well in advance to participate in the Reverse auction process.



**Annexure 16: FORMAT OF CONFORMITY LETTER WITH  
DEVIATIONS/ SUGGESTIONS**

(if applicable)

(Proforma of letter to be given by all the bidders participating in the Tender process)

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

To

The General Manager  
Information Technology,  
Bank of Maharashtra  
“Lokmangal”, 1501, Shivajinagar  
Pune, Maharashtra, India

Dear Sir,

Sub: RFP for **Supplying, Printing, Personalization and dispatch of 200 Lakh EMV Chip Dual Interface Contactless Cards**. Further to our proposal dated \_\_\_\_\_, in response to the tender Document (hereinafter referred to as “TENDER DOCUMENT”) issued by Bank of Maharashtra (“Bank”) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the TENDER DOCUMENT and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 16 of the main TENDER DOCUMENT which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid TENDER DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Details of Deviations:

Yours faithfully,

Authorized Signatory Designation

Corporate name



**ANNEXURE-17: SELF DECLARATION**

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

To

The General Manager  
Information Technology,  
Bank of Maharashtra  
“Lokmangal”, 1501, Shivajinagar  
Pune, Maharashtra, India

In response to the RFP No \_\_\_\_\_ dtd \_\_\_\_\_ as owner/ partner/  
Director of \_\_\_\_\_ I/ we hereby  
declare that our agency \_\_\_\_\_

1. is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.
2. has never been blacklisted/ barred/ disqualified by any regulatory/ statutory body.

We are aware that if any of the above mentioned information is found to be incorrect, the contract if awarded, will be terminated.

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

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

Seal of the Company : \_\_\_\_\_



## **Annexure 18 – Technical and Functional Specifications**

### **Mandatory Requirements**

<b>1.</b>	<b>Card Printing / Indenting</b>	<b>Compliance (Yes/No)</b>
1.1	Artwork per requirements. 6 colours.	
1.2	Photograph of customer (Optional)	
1.3	Logo of RuPay / Visa etc	
1.4	Card number	
1.5	Aadhar Number (UIDAI) / Student / Employee Number / any other Number in 4th Line (Optional)	
1.6	Name of customer	
1.7	Expiry date	
1.8	CVV number	
1.9	Hologram (optional).	
1.10	Signature Panel	
1.11	Contact Centre Number	
1.12	Laminated Finish	
<b>2.</b>	<b>Specifications for Smart cards – Contact less (NCMC) &amp; EMV Chip Dual card:</b>	
2.1	ISO 14443/ IEC Standard compliant	
2.2	Protocols supported: Contactless (NCMC) Type A, Type B	
2.3	Chip security standards compliant	
2.4	PKI /Digital Signature	
2.5	Microprocessor based IC Card 16 KB JAVA or MULTOS DDA/CDA on FLASH / EEPROM or higher colour - gold plated	
2.6	Minimum 16 bit CPU	
2.7	RAM 6 KB	
2.8	Secure Hardware Crypto Coprocessor RSA /ECC, 3DES /3KTDES, AES	
2.9	Common Criteria (EAL): EMV Co and CC(EAL5+)	



2.10	Memory secure encryption for RAM, ROM and EEPROM	
2.11	Counter Measures against side channel attacks (SPA & DPA)	
2.12	Write Endurance: 300000 cycles or more	
2.13	Data Retention: more than 10 years	
2.14	Operating Distance: upto 100 mm	
2.15	Frequency: 13.56 MHz	
2.16	Random ID	
2.17	Operating System should be hard masked on ROM or Flash based	
2.18	Operating system should be Java	
2.19	Platform should be Global Platform	
2.20	EMV Authentications Method Supported - DDA/ CDA	
2.21	Support for EMV financial applications using Chip and PIN: VISA VSDC 2.8.1 or above for Visa cards and Latest version for RuPay cards	
2.22	Milling and embedding the chip on the card as per Visa, NPCI guidelines as the case may be	
2.23	Multi-application loading capability	
2.24	Secure Channel Protocol	
2.25	Support for NFC Readers	
2.26	Capability to support multiple e-governance and transit applications/ Contactless (NMC) /qSPARC card, Photo Card , Debit Card	
2.27	VISA and RuPay Contactless (NMC) or equivalent other card scheme compliant	
2.28	Contact Plates as per ISO 7816-2 standards	
<b>3.</b>	<b>Manuals Specifications</b>	
3.1	Size 3.5" * 8.5"	
3.2	Quantity RuPay : No. of Pages : 8 Bilingual	
3.3	Visa : No. of Pages : 8 Bilingual	
3.4	Format Cover printed in four colours on front and in single colour on reverse	



3.5	Inner pages to be printed in black ink	
3.6	No of Pages Approximately 8 (+/-4) pages	
3.7	Paper	
3.8	For cover	
3.9	Inner paper	
3.10	130 GSM good quality glossy art paper	
3.11	West Coast/ Ballarpur / Andhra Superfine / SS / Deluxe maplitho paper	
<b>4.</b>	<b>Pouches Specifications</b>	
4.1	Size 9 cm * 5.8 cm	
4.2	Format 12.4 cm * 9.00 cm Open size Four colour printing	
4.3	No of Pages- One page	
4.4	Paper Non-tearable 130 GSM mat paper	
<b>5.</b>	<b>PIN Mailers</b>	
5.1	Length 24.3 cm	
5.2	Width 9.4 cm	
5.3	Paper GSM 50 GSM with triple ply with carbon	
	<b>OR</b>	
5.1	Length 23 cm	
5.2	Width 9.3 cm	
5.3	Paper GSM 60 GSM carbonless	
5.4	Window Envelopes for PIN	
5.5	Size 28 cm X 12.7 cm	
5.6	Paper GSM 90 GSM Butter paper	

### **Annexure 19 – 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 Supplying, Printing, Personalization, and Dispatch of EMV Debit Dual Interface Contactless Cards.

We hereby undertake that the proposed software to be supplied to the Bank 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