

**Bank of Maharashtra**

**(One Family... One Bank... Mahabank)**

## **REQUEST FOR PROPOSAL**

**FOR**

**Supplying, Printing and Personalization of  
EMV ATM-cum-Debit Dual interface Cards  
(with Chip and Magstripe), Magnetic Stripe  
& NFC cards**

**TENDER REFERENCE # 122016**



**बैंक ऑफ महाराष्ट्र**  
**Bank of Maharashtra**  
भारत सरकार का उद्यम  
*एक परिवार एक बैंक*

Head Office, 'LOKMANGAL'

1501, Shivaji Nagar, Pune – 411 005

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



# Invitation to the Tender

Bank of Maharashtra invites sealed tender offers (Eligibility Bid, Technical Bid and Indicative Commercial Bid) for Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards in accordance with the scope set out in the tender document.

A complete set of tender documents may be purchased by an eligible Bidder upon payment of a non-refundable fee, mentioned in the important information regarding bid submission below, by a demand draft / banker's cheque in favour of Bank of Maharashtra and payable at Pune.

## Important information regarding Bid submission

Tender Reference number	122016
Price of Tender Copy (Non-refundable)	Rs 25,000/-
Earnest Money Deposit (EMD)/Bid Security	Rs 50,00,000/-
Consortium	Allowed
Date of commencement of sale of tender document	18 January 2017
Last Date of sale of tender document	10 February 2017 up to 13:30 hours
Queries to be mailed by	27 January 2017 up to 18:00 hours
Queries in prescribed format to be mailed to	<a href="mailto:cmtd@mahabank.co.in">cmtd@mahabank.co.in</a> <a href="mailto:ardhendu.shekhar@mahabank.co.in">ardhendu.shekhar@mahabank.co.in</a> <a href="mailto:partha.patwari@mahabank.co.in">partha.patwari@mahabank.co.in</a>
Pre-Bid meeting with bidders	31 January 2017 at 15:00 hours
Last Date and Time for receipts of tender offers	10 February 2017 up to 14:00 hours
Time and Date of Opening of technical bids	10 February 2017 at 16:00 hours



Place of Opening tender offers	Bank of Maharashtra  Information Technology Dept.  Head Office, 1501, Lokmangal, Shivajinagar,  Pune – 411 005.
Address for Communication	Deputy General Manager  Bank of Maharashtra  Information Technology Dept.  Head Office, 1501,  Lokmangal, Shivajinagar  Pune – 411 005
Contact Telephone Numbers	PHONE : 020 – 25614379  PBX: 25514501-12 , Ext – 379,349

The Bank reserves the right to change the schedule mentioned above or elsewhere mentioned in the RFP, which will be communicated by placing the same as corrigendum under the Tender section on the Bank's corporate website.

The copy of the RFP document may be obtained during office hours on the aforesaid working days in person by paying an amount of Rs 25,000/- (Non-Refundable) by way of Demand Draft / Pay Order favouring "BANK OF MAHARASHTRA" and payable at Pune.

The Bank reserves the right to reject any or all offers without assigning any reason. Please note that the prospective Bidder needs to purchase the tender document from the Bank and is invited to attend the pre-bid meeting. In case the prospective Bidder downloads the document from the Bank's website, the cost of the tender document should be paid along with the Bid response. However, **to participate in the pre-bid meeting, that tender document must be purchased by the prospective Vendor.**

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

Tender offers will be opened in the presence of the Bidder's representatives who choose to attend the opening of the tender on the above-specified date, time and place.

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

**Deputy General Manager**

**Information Technology**

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### Important Clarifications:

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

1. 'Bank' means Bank of Maharashtra
2. 'Bidder', 'Vendor' or 'Respondent' refers to an entity that has purchased this RFP document and submitted a proposal in response to it
3. 'RFP' means the Request for Proposal document
4. 'CBS' means Core Banking Solution implemented in the Bank
5. Bidder and Bank shall be individually referred to as 'Party' and collectively as 'Parties'.

## List of Annexures

- Annexure I – Bill of Material
- Annexure II – Conformity Letter
- Annexure III – Conformity with Hardcopy Letter
- Annexure IV – Technical evaluation criteria
- Annexure V- Eligibility Criteria Compliance
- Annexure VI – Technical and Functional Specification-
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- Annexure XVI – List of Abbreviations
- Annexure XVII – Integrity Pact
- Annexure XVIII – NDA

## Purpose of this document

The purpose of this Request for Proposal (hereafter referred to as "RFP") is for defining the scope of work for Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards ) for Bank of Maharashtra.

This RFP contains details on scope, project timelines, evaluation process, terms and conditions as well as other relevant details which the bidder needs to factor while responding to this RFP.

The RFP document is not an offer made by Bank of Maharashtra but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other vendors. The Bank has the right to ask for other competitive quotations and can award any part or the complete work to another vendor who it feels eligible for the same taking into consideration the price and quality.

## 1. Introduction

Bank of Maharashtra is a Public Sector Bank with a standing of 81 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. The Bank has 1900 plus branches all over India. In the state of Maharashtra itself it has 1100 plus branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, corporate, agriculturists and importers and exporters.

The Bank has fine-tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The Bank has currently deployed 1871 ATMs / CDs. In order to cater to the growing demand of Card issuance, the Bank has introduced Welcome Kits for its branches which contain non- personalized Debit Cards given to customers instantly while opening new accounts, or to existing customers who are not carded at the moment. The Bank has extensive plans to extend this facility to all customers of the Bank. Apart from non-personalized cards, the Bank issues personalized cards for which PINs along with cards are delivered to the respective branches.

The Bank presently has over 60 lakh Debit Cards in circulation, with an average monthly issuance of 125,000 cards (including cards for newly acquired account holders, re-issued cards on loss, damage or expiry, and cards for existing account holders). 10% of cards issued every month are personalized cards, while the rest are non-personalized and packed as part of insta-kits.



The Bank has its Primary Data Centre in Pune and its DR facility in Hyderabad.

This request for proposal document ('RFP document' or RFP) has been prepared for the purpose of enabling Bank of Maharashtra ('Bank') to select the Service Provider for Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards ).

The RFP document is not a 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 the 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.

## 2. Scope of Work

The Bank proposes to select two vendors for the work as specified in the Tender document. Reverse Auction process will be carried out to select L1 and L2 vendor. However, L2 vendor will be required to match the price (in writing) offered by the L1 vendor to be eligible. Orders will be distributed between these two vendors in the ratio 60:40. However, the Bank reserves the right to allocate more orders to the vendor performing well. Both L1 and L2 should be capable of handling the full work load independently.

In case L2 vendor refuses to match the price offered by the L1 vendor, the bank at its sole discretion, may award the entire work/job to single vendor (L1).

The scope of work is mentioned below.

1. **Obtaining approval of design and product from Visa / MasterCard / RuPay.**
2. **Building Interface with the Debit Card Management System**
3. **Procurement**
  - a) Blank Plastic (Base Card) per specification approved for both EMV chip dual interface Stripe, magnetic stripe cards/NFC card
  - b) PIN Mailer Stationery per specification approved..
  - c) Paper for printing the Envelopes, Welcome Letter, User Guide(4 Pages), Card Pouches etc for Welcome Kits



4. **Personalization of cards:** This includes card embossing, Chip & mag-stripe encoding, and CVV number printing as per Visa / MasterCard / RuPay approved specifications. This may also include printing of photo on cards (photo card) at the option of the Bank.
5. **Printing of Welcome Kit:** This will include printing of Window Envelopes, Welcome Letters, User Guides, Card Pouches, PIN Mailers etc. per specifications mentioned below and contents / design approved by the Bank. It will also include printing of envelopes for dispatch of PIN mailers.
6. **Fulfillment:** This includes variable data printing on the welcome letter, card pasting on the welcome letter, insertion of welcome letter, user guide, card pouch, PIN Mailers for Non Personalized Cards in envelopes, sorting, packing in cartons with content list/s, dispatch and other activities associated with fulfillment. In case of personalized cards, besides above activities, PIN mailers will also be stuffed in the same envelopes containing personalized card and dispatched to respective branch addresses.

Bank for security reasons may facilitate PIN printing at their own premises. Or Bank may give PIN printing activity to separate vendor in that case PIN Mailers stationeries are to be dispatched to the vendor's location & collected for stuffing the same in Welcome KIT as per Card Variants.

- For Personalized Cards, Card along with PIN will be dispatched to respective branch Addresses.
- For Non Personalized (Insta) Cards, PINs will be stuffed in the Welcome Kit by the bidder (as mentioned above) and dispatched it to the respective branches.
- In case of Re-PIN request, bank is having facility of Green PIN, however there would be some cases where Paper based Re-PIN request will come through our branches, in all such cases the PIN will be delivered to the respective branch address without any additional cost to Bank.

The Bank will also provide cheque books or other collaterals as required by the bank, for the respective new accounts opened, to the vendor premises for inclusion in new account welcome kits.



**7. Dispatch and Returns Management:**

- a) All Non Personalized cards (insta-kits) shall be dispatched to the respective branches or as directed by the bank. All personalized cards shall be dispatched to branches / other locations as directed by the Bank from time to time. In case of Re-PIN request the PIN will be delivered to the respective branch address.

The bidder shall dispatch Ready Kits in lots of 50s or 100s or multiples thereof as per its requirement. Personalized cards will be as per the ordering.

- b) Dispatch of the ATM Cards (all variants) to the concerned Branches through courier / Indian Postal / Speed Post Service, Registered Post or any other service as acceptable to the Bank.
- c) Dispatch of the RePIN Mailers to the respective branch Address through the postal service acceptable to the Bank.
- d) Returned consignment should be returned to the vendors address. The vendor 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 vendor, postage / courier charges shall also be borne by the vendor.

8. **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 vendor shall ensure that the packing is done in the right way and with material which ensures compliance to the aforementioned two tests.

9. **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 6 months. A daily report on the rejected cards should be made available to the Bank.

10. **SFTP or any other mode of secure communication** with digital signature / encryption & decryption for download and upload of customer data / Embossa and Pin data from ATM Switch Centre. Keys for encryption/Digital Signature should be securely kept and approved processes should be followed. Also, vendor should ensure that post card personalization, emboss/data file used for productions is destroyed and a record for the same is maintained and produced to Bank on demand. However, a record of date wise Emboss file received at vendors end, without data is to be maintained in XLS



format at least for one month.

Depending on the data volumes, **leased line / ISDN should be provided to the Bank's data centre, and Back up links from another service provider approved by the bank.**

11. **Daily MIS Reports for production and stocks of cards and 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.

The bidder should integrate their MIS with a web based facility for online tracking the status of dispatch sent through courier / speed post. Also, individual dispatch details to the respective branches containing details of Post /Courier consignment number, Agency name, card variant & quantity should be provided through email.

Technical specifications of card plastics, EMV chips and collateral stationery are stated in **Annexure VI – Technical and Functional Specifications.**

### 3. Bidder Eligibility Criteria\*

Srl. No.	Criteria	Documents to be submitted (Certified true copies)
1	The Bidder should be a Company / Firm / MNC / Group Company registered in India and in operation in India for at least 7 years as on the date of bid submission	Certificate of Incorporation / Registration
2	The Bidder should have a Positive Net Worth during the last two financial years and have an overall turnover of at least Rs 20 crore in either of the last 2 financial years, i.e. 2014-15 and 2015-16	Audited financial statements



3	The bidder must have been in the business of manufacturing plastics or personalization of payment cards for at least 7 years in India	Certificate of Incorporation / Registration
4	The bidder must have provided card plastic supply and personalization services for at least 2 banks/financial institution/government agencies in India	Certificates from clients / Purchase orders
5	The bidder should have supplied plastics for and/or personalized at least 20 lakh Visa / MasterCard / RuPay EMV cards for banks during the last 2 financial years in India	Certificates from clients / Purchase orders
6	The bidder should be certified for chip card plastic supply and personalization by Visa / MasterCard/NPCI. It will be the bidder's responsibility to obtain EMV certification.	Certificate from Visa / MasterCard
7	The bidder / members of the Consortium must not have been blacklisted by any PSU Bank in the last 3 years	Self-certification
8	The bidder should have sufficient capacity for supply of Ready Kits to cater to the Bank's requirements of minimum 20,000 Welcome Kits per day. However, the Bank would use and exhaust existing stock of Ready Kits before placing on fresh orders.	Self-certification
9	In case of any part of the service being sub-contracted, the lead bidder should have legal and valid agreements with its proposed service partner for plastic manufacturer, card personalization & stationery supply etc	Agreements with respective partners
10	The Bidder should have internal control and audit measures in place.	Copy of latest Audit Report.
11	The bidder / each consortium member should have ISO / security certification.	Certificate copies
12	The systems offered should not violate any Intellectual Property Rights.	Self-certification
13	Adoption of Integrity Pact	Submitted Integrity Pact on Rs. 500 Stamp Paper as format prescribed in Annexure XVI

**Adoption of Integrity Pact:**

1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
3. The Bidders shall submit signed integrity pact as per Annexure -I along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates



5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

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

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 / MasterCard / RuPay will not be taken into account and the Bidder will not be penalized for the same.

## 5. Terms & Conditions

### 5.1 Payment terms

Payment for plastic supply orders will be made in accordance with the actual orders provided to the bidder by the Bank.

For personalisation, payment will be made on a monthly basis only after submission of invoices and detailed sheets separately for Non Personalized (Insta) and Personalized Cards (with further bifurcation of Visa / RuPay) for the actual number of Welcome Kits personalized and dispatched per the Bank's instructions.

The vendor will quote the additional cost of printing a photo card over a non-photo card separately for each variant of card. Details mentioned below.

There will be no advance payment made by the Bank to the bidder for any part of the services within the scope of work.

### 5.2 Contract validity period

The contract shall be valid for a period of 3 years. The bank intends to order 120 lakh cards with welcome kits in the contract period as specified in **Annexure I – Bill of Material**. The Bank shall be at liberty to place an additional quantity, max 25% i.e. 30Lakh of welcome kits / other items mentioned in the RFP till the contract period is over.

Quantity quoted is only indicative and increase or decrease as per actual requirement.

### 5.3 Plastic order quantities

The indicative plastic quantities (only to arrive at the Total Cost of Ownership) required for the entire contract period of 3 years, are as follows (quantity in lakh):

Sr. No.	Card Type	RuPay	Visa	NFC (Optional)
1	EMV with Mag-stripe Cards	90	18	
2	Mag-stripe Cards		12	0.25

Indicative minimum plastic order quantities are as follows:

- EMV Chip– 20,00,000
- Magnetic stripe – 25,000

These figures should not be treated as a commitment to order by the Bank, and the Bank reserves the right to change the minimum order quantities in accordance with its requirements.

#### 5.4 Personalization of cards

Personalization of cards can be made in phases as mentioned in **Annexure I – Bill of Material**.

#### 5.5 Earnest Money Deposit

The Bidder shall furnish, as part of its Technical Bid, bid security as mentioned in the 'Invitation to the Tender' section. The bid security is required to protect the Bank against the risk of the bidder's conduct.

The bid security shall be denominated in Indian Rupees only and shall be in the form of a Bank Guarantee favoring 'Bank of Maharashtra' by a Scheduled Commercial Bank or a Foreign bank located in India with a validity period of 6 months in the form provided in **Annexure XIII** of this RFP. Any bid not secured in accordance with the above will be summarily rejected by the Bank as non-responsive.

The bid security may be forfeited:

- (a) If the bidder withdraws its bid during the period of bid validity specified by the bidder

or

- (b) In case of the successful Vendor, if the Bidder fails:



(i) To sign the Contract

or

(ii) To furnish performance security.

### 5.6 Period of validity of bids

The process of bid evaluation, approval and subsequent activities may be assumed to take a reasonable amount of time. Therefore, the bids shall remain valid for 3 months after the date of opening of commercial bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

Earnest Money Deposit of all bidders, except successful bidders, shall be refunded on declaration of successful bidders by obtaining claim letter from the vendors. In case of successful bidders the same shall be refunded on completion of the project.

### 5.7 Modifications and withdrawal of offers

The Vendor cannot modify or withdraw its offer after its submission. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers. In the event of withdrawal of the offer by any vendor after placement of order, the EMD will not be refunded by the Bank, and in the event of withdrawal of offer by the vendor after closing date of the tender, only 50% of the EMD will be returned to such vendor.

### 5.8 Clarification of offers

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

## 5.9 Erasures or alterations

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

## 5.10 Revised technical and commercial bid

If necessary, the bank reserves the right to call for revised technical and commercial bid by way of reverse auction from all the eligible vendors for this Tender.

## 5.11 Costs and currency

The offer must be made in Indian Rupees only.

The cost shall be compared for Total Cost of Ownership (TCO) on the stated quantities in this RFP. All applicable taxes (VAT & Service tax and applicable cess(SBC & KKC)) shall be paid on actual. There is no need to submit rates for taxes. All costs should be given in Figures and Words. No cost variation will be permitted other than statutory dues (Upward revision of service taxes will be borne by the Bank and benefit of downward revision of taxes shall be passed by the vendor to the Bank). The TCO shall be calculated on the basis of one welcome kit multiplied by the number of welcome kits requirement projected and mentioned in this RFP. No separate quotes are required for help line services and other services. Vendors are required to absorb these items in the rate they quote for one Welcome kit.

## 5.12 Indemnity

The 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 the Vendor, 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 RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notifies the Bidder in writing immediately on aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, 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' and vendors') rights, interest and reputation.

Bidder shall be responsible for any loss of data, loss of life etc. due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct etc. as such liabilities pose significant risk.

Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated / used under Bidder provided software and since the Bidder would be managing the data centre, the Bidder should be responsible for loss / compromise or damage to Bank's data.

The Vendor should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Bidder with Laws / Governmental Requirements
- IP infringement

- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of RFP, Representation or Warranty
- Act or omission in performance of service.
- Loss of data

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

The Bidder shall not indemnify the Bank for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage, however caused, provided that the claims against customers, users and vendors of the Bank would be considered as a “direct” claim.

### 5.13 Quality standards

The vendor should abide by the quality standards and specifications prescribed by MasterCard, Visa and RuPay for procurement / personalization. For welcome kit, the printing should be strictly in accordance with the specimen available in the Bank. The Bank is looking for well proven product material, which is used by a large number of users in India.

### 5.14 Order cancellation

Bank of Maharashtra reserves its right to cancel the order in the event of work not done per the mutually agreed schedule. In addition to the cancellation of the purchase order, Bank of Maharashtra reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the vendor and/or foreclose the bank guarantee for damages / losses incurred by the Bank.

## 5.15 Penalties

It is absolutely essential for the vendors to understand that the cards are very important to be personalized in time and hence any delay in dispatch of cards will be viewed by the Bank seriously and will attract a penalty for non-compliance with the Turnaround Time mentioned below.

The Successful Bidder(s) should implement and ensure business continuity of Card personalization and supply services per the scope of the work.

### 5.15.1 Turn around Time

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 Endeavour 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 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.	The Bidder shall be charged penalty for not adhering to the TAT at the rate of Re. 1.00 per day per card. Penalties will not be levied for TAT if there is a spurt in the number of cards to be issued by more than 15% of the daily average of the previous month.
Return of a consignment for illegible address label	Re-sending the consignment by the vendor without any cost to the bank.
Return of a consignment in broken condition for poor packaging.	Re-sending the consignment by the vendor without any cost to the bank.

## 5.16 Acceptance test

At its discretion, the Bank will conduct an acceptance test. The test will include physical verification and testing. There shall not be any additional charges payable by the Bank for carrying out this acceptance test, cost if any, will be borne by the vendor only. In the event of any errors and discrepancies detected during acceptance testing, resulting in corrective action on the part of the vendor, the schedule for acceptance testing will be revised on a mutually convenient date at the cost and expenses of the vendor. The Bank reserves the right to get the cards and welcome kits tested by a consultant/agency of its choice and the vendor will not object to the same. The Bank will test the packing and conduct a drop test, to ensure the strength of packing not to go astray during transit in postal/courier channel.

## 5.17 Infrastructure

The vendor has to maintain the proper infrastructure at the vendor's site / site proposed by the Bank, including Machines for personalization of Cards, Manpower to run the machines, Maintenance and spares for the machines, Consumables for the machines, Manpower to dispatch the personalized cards and responding to queries raised by bank with details/ confirmation for dispatch/ non dispatch.

The vendor will receive the data for the Cards from the department notified by the Bank and deliver personalized cards / kits to the Courier Agency / India Post / Speed Post per the Bank's instructions.

#### **5.18 Insurance**

The vendor will ensure insurance cover for the infrastructure deployed for card / PIN production.

#### **5.19 Service Level Agreement (SLA)**

The terms and conditions in this section will be binding on all the vendors and shall also form part of the purchase order and the Service Level Agreement (SLA) to be signed by the successful bidders. The Service Level Agreement will have to be executed within 30 days from the receipt of Purchase Order and before starting the services.

#### **5.20 Non-transferable offer**

This tender document is not transferable. Only the party to whom it is issued is entitled to submit the offer to the bank.

#### **5.21 Right to alter quantities**

The Bank reserves the right to alter the quantities specified in the tender in the event of changes in plans of the Bank. The Bank at its discretion may order personalization of more or less than the quantity under the tender and avail personalization services including preparation of Welcome kits.

#### **5.22 Technical inspection and performance evaluation**

The Bank reserves the right to carry out technical inspection of Plastic cards / welcome kit Personalization / dispatch of cards by the Vendor as per discretion of the Bank.

### 5.23 Delivery

The vendor should complete the activity of card personalization, putting the same in card pouch, PIN printing, stuffing the welcome letter, user guide etc, and delivery thereof to the Postal/Courier agency within 48 hours from supply of card data / PINs. For any delay beyond 48 hours, reasons should be submitted to the bank in writing. The Bank will be at liberty to accept or decline any such reason, and delay shall be subject to penalty as detailed in Clause 5.15 above.

The vendor should send daily MIS to the bank through e-mail regarding the details of the cards handed over to the courier agency / post office.

### 5.24 Stocking of Welcome Kits and Card Plastics

The vendor should stock the printed welcome kits and procured card plastics following the Visa specifications for Visa debit cards, MasterCard specifications for MasterCard debit cards and RuPay specifications for RuPay Cards in this regard. The vendor is required to maintain complete record of dispatch and the stock of cards and welcome kits. The stock shall be subject to periodic audit by the bank or its representatives and the vendor should make necessary arrangements for the same. The service provider has to ensure that a minimum level of 2 lakh cards and welcome kits are available at any point of time and should avoid any stoppage in production for want of card plastic and/or welcome kits. The service provider has to arrive at a reorder level and make arrangement for procuring the plastics and welcome kits based on lead time for procurement, sufficiently in advance.

### 5.25 PIN Mailers

PIN Mailers for the Non Personalized (Insta) as well as personalized cards will be printed at the identified location of the Bank at Data Centre, Pune. Trained manpower for printing of PIN Mailers shall be provided by the vendor and stationed at such location on a permanent basis. Infrastructure for printing of PIN Mailers (except pre-printed blank set of PIN Mailers) shall be provided by the Bank. The vendor shall make his own arrangement for transportation of PIN Mailers to location of dispatch / bureau / card administration centre. The staff engaged in PIN printing / transport of PIN Mailers shall be rotated periodically.



#### 5.26 Service requirements

The performance of the vendor will be reviewed every 3 months for quality of plastic cards and welcome kits and personalization parameters. Bank reserves the right to terminate the contract with immediate effect for poor quality performance. Non-compliance of any of the prescribed conditions would entitle the Bank to cancel the order anytime.

The quality of card personalization will be judged based on the look and durability of the items printed on the card and the clarity of the photo and signature scanned and printed wherever applicable.

#### 5.27 Warranty

The vendor should warrant against fading of the personalized details on the card and loss of data in the Chip/ magnetic stripe for at least 5 years for the cards in circulation.

#### 5.28 Returned card management

The vendor shall be treated as the addressee in case of a returned consignment. The vendor shall maintain a proper record of such returns with specific reasons and re-dispatch of these cards / consignments after remedial measures are complied with, duly recorded, without any extra charge to the Bank.

#### 5.29 Confidentiality

The information given in this tender is confidential and is for use by the vendor to whom the tender has been issued. Each party, i.e. the Bank and the Vendor, shall treat the other party's information as confidential and will take necessary steps to prevent the disclosure of the other's confidential information to third parties. Both the parties will keep the contents of order/ Agreement confidential, including the price information.

### 5.30 Compliance to Terms and Conditions

It is essential that all the vendors should agree to all the above-mentioned terms and conditions and they should submit one statement to that effect on the letterhead of the vendor along with the technical bid; otherwise the offer shall be rejected.

### 5.31 Art Work

The Art Work for Card variants and Welcome Kits shall be shared with successful bidders. The Bank will have the right to change artwork at any time during the validity of contract at no extra cost. However, sufficient notice shall be given by the Bank to enable the vendor to exhaust its existing stock of cards.

### 5.32 Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the vendor, i.e. *Force Majeure*.

For the purpose of this clause, '*Force Majeure*' shall mean an event beyond the control of the vendor, due to or as a result of or caused by acts of God, Wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include the Vendor's fault or negligence or carelessness on the part of the Vendor, resulting in such a situation.

In the event of any such intervening *Force Majeure*, the Vendor shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Vendor shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the event of *Force Majeure*.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Vendor shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of the Bank shall be final and binding on the Vendor.

### 5.33 Termination

The Bank will reserve the right to terminate the contract/cancel the purchase order with one month's notice after giving a reasonable opportunity to the vendor for improvement in the product and services. This reasonable period will not exceed more than 60 days after a communication is sent to the vendor by the Bank to this effect.

### 5.34 Resolution of disputes and arbitration

The Bank and the Vendors shall make every effort to resolve any disagreement or dispute amicably, arising in connection with the Contract, by direct and informal negotiation between the designated Officer of the Bank and designated representative of the Vendor. If designated Officer of the Bank and representative of Vendors are unable to resolve the dispute within a reasonable period as deemed fit by the Bank, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bank and Vendors respectively. If even elapse of a reasonable period as deemed fit by the Bank, after the commencement of such negotiations, both the parties are unable to resolve contractual dispute amicably, Bank can refer the dispute or disagreement to formal arbitration by appointing a sole Arbitrator under the provisions of Arbitration & Conciliation Act, 1996. The arbitration will be in English. The venue for such Arbitration shall be Pune.

### 5.35 Applicable law and jurisdictions of court

The contract with the selected vendors shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Pune (with exclusion of all other Courts).

### 5.36 Performance Bank Guarantee

The successful bidders will furnish an unconditional and irrevocable Performance Bank Guarantee for 10% of the Total Cost of Ownership for 3 years and valid for 42 months including a claim period of 6 months, validity starting from its date of issuance. The PBG shall be submitted to the Bank within 15 days of the issuance of the Purchase Order by the Bank. The format for the PBG is stated in **Annexure XIV – Performance Bank Guarantee Format**.

The terms and conditions for the Performance Bank Guarantee are as follows:

- The PBG shall be issued by a Scheduled Commercial Bank in India.
- The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the successful bidder.
- The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.
- Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- In the event of the successful bidder being unable to service the contract or causing delay in providing the requisite service for whatever reason, the Bank reserves the right to invoke the PBG at its sole discretion.
- Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the successful bidder for its failure to complete its obligations under the contract. Bank shall notify the successful bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the successful bidder is in default.
- The Bank shall also be entitled to make recoveries from the successful bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- The Bank reserves the right to extend the validity of the Performance Bank Guarantee beyond the contract period for reasons including but not limited to the warranty clause mentioned in Section 5.27.
- The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the PBG.



## 5. Bid Submission Process

The submission needs to be made at the address given below, on or before the date and time mentioned in the schedule in the RFP. All envelopes should be securely sealed and stamped. The authorized signatories of the Bidder should initial on all pages of the technical and commercial proposals. **Annexure XIV – Checklist for Bid Submission** can be used as a checklist to ensure that the minimum required details are submitted.

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

The competitive bids shall be submitted in two parts viz.

1. Eligibility bid
2. Technical offer
3. Commercials will be decided based on reverse auction.

Eligibility, Commercial and Technical Bids shall be submitted in separate sealed sub-envelopes super scribing

“ELIGIBILITY BID FOR BANK OF MAHARASHTRA – Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards SUBMITTED BY M/S..... ON.....AT PUNE, DUE DATE 15 February 2017” on top of the sub-envelope containing the Eligibility bid

“TECHNICAL BID FOR BANK OF MAHARASHTRA – Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards SUBMITTED BY M/s..... ON.....AT PUNE, DUE DATE 15 February 2017” on top of the sub-envelope containing the technical bid

These two separate sealed sub-envelopes should be put together in another sealed master envelope super scribing BID for BANK OF MAHARASHTRA – Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards TENDER REFERENCE NO. 122016 SUBMITTED BY M/S ..... ON.....AT PUNE, DUE

DATE 15 FEBRUARY 2017.”

The response should be organized and submitted in the following manner:

**Eligibility Bid**

1. Duly filled in Annexure V – Eligibility Criteria Compliance
2. Supporting credential letters or copies of documentation from clients or system integrators certifying compliance
3. 1 compact disk (CD) containing the soft copy of eligibility & Technical proposal
4. DD / PO of Rs 25,000 towards price of the RFP (in case the bidder has downloaded the RFP document online)

**Technical Offer**

1. Covering letter per **Annexure IX – Tender Offer Cover Letter**
2. Executive Summary:

The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of the Vendor's organization and position with regards to services mentioned in the RFP in the Banking Sector. A summary of the Vendor's products and services that will be provided as part of this procurement should follow, with a brief description of the unique qualifications of the Vendor. Information provided in the Executive Summary is to be presented in a clear and concise manner.

3. Delivery Schedule plan:

Detailed Work Plan (Project Plan) for all the items as mentioned in Section 2 (Scope of Work) and Section 4 (Project Timelines) of this document. A PERT chart providing the delivery plan and scheduled date of commencement of delivery and completion of the delivery should also be provided

4. Comments on T&C if any from the vendor per **Annexure X – Comments on Terms and Conditions, Facilities and Services**
5. Manufacturer Authorization letter in the format provided in **Annexure XII – Manufacturer Authorisation Letter**
6. **Annexure II - Conformity Letter**
7. **Annexure III - Conformity with Hardcopy Letter**



8. **Annexure VII – Letter of Indemnity** on company's letter head
9. Copy of the RFP duly putting the seal and signature on all the pages of the document for having noted the Contents and testifying conformance to the terms and conditions set out
10. Bid Security per **Annexure XIII – Bid Security Form**
11. A copy of the entire Commercial Format per **Annexure I – Bill of Material** after masking the prices with XXX and providing compliance.. The Masked price bid should not contain any financial information.
12. 1 compact disk (CD) containing the soft copy of technical proposal should be provided

**Commercial Offer:**

The bidder shall submit the commercial offer in asterisk i.e. without value as per the format given in Annexure I – Bill of Materials.

The Commercial Offer, post reverse auction, should give all relevant price information as per Annexure I and should not contradict the Technical Offer in any manner. Please note that if any envelope is found to contain technical and commercial offer in a single envelope, then that offer will be rejected outright.

The bidder should certify that the contents of the Compact Discs are the same as that provided by way of hard copy. In the event of a discrepancy, details provided in the hard copy will be held true.

All the pages of the proposal including annexures and documentary proofs should be numbered and signed by the authorized signatory

The proposal should be prepared in English in MS Word / Excel / Power point format. The e-mail address and phone / fax numbers of the Network Integrator shall also be indicated on sealed envelopes.

Bidder should submit two separate demand drafts / banker's cheques / pay orders / Bank Guarantee drawn in favor of Bank of Maharashtra and payable at Pune towards Application Money and Bid security as stated in Section 1 of this document.

Paper copies of RFP response should be submitted along with Demand draft / Banker's cheque / Pay order for application money (which shall be non- refundable and bid security deposit and electronic copy (Microsoft word and Excel on CD ROM) of technical bid submissions must be submitted to the bank at the following address:



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra  
भारत सरकार का उद्यम  
एक परिवार एक बैंक

Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

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

The sealed bid envelopes as mentioned above should be dropped in the Tender Box kept in the Information Technology Department. The following officials shall be available for any assistance.

Shri Hrushikesh Godse Chief Manager – IT  
Shri Ardhendu Shekhar, Chief Manager  
Shri Partha Patwari, Chief Manager

Submission will be valid only if copies of the RFP response documents are submitted per defined clauses in the RFP and before the mentioned submission closing date and time. Only one Submission of response to RFP by each service provider will be permitted. In case of partnerships / consortium, only one submission is permitted through the lead service provider.

All responses would be deemed to be irrevocable offers / proposals from the Vendor's and may if accepted by the Bank form part of the final contract between the Bank and the selected Vendor. Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (per **Annexure IX – Tender Offer Cover Letter**). Unsigned responses would be treated as incomplete and are liable to be rejected.



## 6. Bid Evaluation

### 7.1 Opening of offers

For bids received within the prescribed closing date and time, the Eligibility Bid will be opened in the presence of bidders' representatives who choose to attend the opening of the offer on the date and time decided by the Bank as mentioned on this RFP document; any change shall be informed to bidders through Bank's website. The representatives of bidders present shall sign a register of attendance.

Representatives of bidders who meet the eligibility criteria as well as those who do not will be informed of the same at the time of the bid opening itself. For the latter, the Technical and other proposals will be returned without opening to the authorised representatives present.

Only those offers that meet all the eligibility criteria shall be considered for the technical evaluation..

### 7.2 Preliminary scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per tender requirement, and also whether technical documentation as asked for and is required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are quoted per the requirements etc.

The Bank may, at its discretion, waive any minor non-conformities or any minor irregularity in the offer. This shall be binding on all bidders and the Bank reserves the right for such waivers. The Bank also reserves the right to carry out site visits to the bidders' plastic manufacturing and personalisation units, and reference checks with other clients to assist it in the decision-making process.

### 7.3 Technical and Commercial Evaluation criteria

The evaluation bids will be based on Techno commercial Evaluation where in Technical bid will carry 70% weightage. The bidders

who have cleared all the eligibility criteria & scored & \minimum 70% in Technical evaluation will participate in reverse auction process. The date and time for reverse auction shall be communicated through bank's website / e-mail to all qualified bidders. The representatives of the bidders present shall sign a register of attendance during technical evaluation..

### Commercial Evaluation:

Bank will conduct online reverse auction for technically qualified bidders only. The Commercial will have to be reported in the format as per Annexure 1. Commercial submitted after online reverse auction should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial submitted by the respective bidder post reverse auction. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial is found to be blank and not filled with any amount then it shall be considered as zero and the same will be offered to the Bank free of any charges.

Only following bidders will be considered as eligible for reverse auction who satisfy following conditions:

1. Bidders found eligible as per qualification criteria defined by the bank
2. Bidders scoring 70% or more marks in technical bid evaluation

### Reverse Auction

The Bank will conduct Online Reverse Auction (RA) and the bidders found eligible after technical evaluation will be able to participate in the RA. RA will be on total cost of (A+B+C) as per the commercial annexure and the price so obtained after closure of Reverse Auction shall be taken into account for Techno-Commercial Evaluation. The required Business Rule document shall be shared with the Technically Qualified Bidders at least 7 days in advance before the start of Reverse Auction. Bidders have to submit final itemized price to the Bank within 24 hours of closure of Reverse Auction process. Bank will appoint a Third Party service Provider for conducting Reverse Auction who will co-ordinate with eligible bidders. Bidders may have to procure digital certificates for participating in online reverse auction and all expenses incurred towards procurement of digital certificate will have to be borne by the bidders. Bidders will have to submit indicative commercials to the RA agency and RA will start with the lowest indicative commercial bid. The bidder with lowest indicative bid will be considered as L1 if no other bidder accepts the start price quoted by such bidder during RA.

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest as only L1 bidder will be considered as successfully after complying all the terms and conditions of this RFP

The Bank also reserves the right to carry out further negotiations with L1 bidder on the commercial proposal after the conclusion of

the tendering process. For a load sharing arrangement, it will be essential for L2 bidders to offer the same price as L1 bidder.

In case one of the selected bidders refuses to match the price offered by the other, the Bank may at its sole discretion award the entire contract to a single bidder.

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the error-correction, its bid will be rejected, and its bid security may be forfeited.

#### **Annexure I – Bill of Material**

(To be submitted in this format only)

This bill of material must be attached in Technical Offer as well as Commercial Offer. The format will be identical for both technical and commercial versions, except that the technical version should not contain any price information. Technical offers without the bill of material are liable to be rejected.

The vendor can also mention any other cost associated with the product.

The vendor must take care in filling price information in the commercial offer format, post reverse auction, to ensure that there are no typographical or arithmetic errors. All fields must be filled correctly.

In case of any discrepancy between unit price and total price of an item, the unit price will prevail. Similarly, in case of error in the sum of various items, the correct sum will be calculated by the addition of total prices of each item.

Sr. No.	Item	Rate per item
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		EMV cards	Magstripe	NFC cards
1	Price per plastic			
2	Price per Personalization exercise			
3	Price of one PIN including stationery and printing			
4	Price of one window envelope including printing			
5	Price including stationery and printing of one User Guide booklet			
6	Price of one card pouch including stationery and printing			
7	Price of one welcome letter per page including stationery and printing			
8	Stuffing, Gumming, Pasting and dispatch.			
	Cost of one finished welcome kit :  Supply & Personalization / Printing of Cards, PIN Mailer, Welcome letter, Window Envelope, User Guide, Card pouch etc. Stuffing the contents in window envelope, sealing it and dispatch to the offices of Bank as per instructions.			
		A	B	C
	Summary	X =  (A X 108,00,000)	Y =  (B X 12,00,000)	Z =  (C X 50,000)

	Total Cost of Ownership (Rs)	(X+Y+Z)

Apart from the above, vendors are requested to quote additional rate for the following:

**Additional cost for printing of color photograph of card holder on the card: Rs. \_\_\_\_\_ per card** (quantity at the discretion of the Bank, which cannot be specified at the moment)

**Note:**

1. Bidders to submit indicative bid for all the items and the total.
2. The order will be distributed among L1 & L2 in the load sharing ratio at the discretion of Bank
3. The price quoted should be inclusive of applicable duties, levies and charges, except VAT, and service tax.
4. Bank reserves the right to increase or decrease the quantities.
5. The bank at its discretion may extend the contract by one more year after reviewing the performance of the vendor.

**Annexure II – Conformity Letter**  
(To be submitted on company letterhead)

Date:

The Deputy General Manager,

Information Technology.

Bank of Maharashtra, Head Office

'Lokmangal' 1501, Shivajinagar, Pune - 411005

Sir,

**Sub:- RFP for Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards.**

Further to our proposal dated XXXXXXX, in response to the RFP document (hereafter referred to as “**RFP DOCUMENT**”) issued by Bank of Maharashtra (“**Bank**”) we hereby warrant and confirm that:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addenda 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 X** of the main RFP document which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully

Authorised Signatory

Designation

Bidder’s corporate name



**Annexure III – Conformity with Hardcopy Letter**

(To be submitted on company letterhead)

Date:

The Deputy General Manager

Information Technology.

Bank of Maharashtra, Head Office

'Lokmangal' 1501, Shivajinagar, Pune - 411005

Sir,

**Sub: RFP for Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards.**

Further to our proposal dated XXXXXXX, in response to the RFP document issued by Bank of Maharashtra (“Bank”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP document and the related addenda and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully

Authorised Signatory

Designation

Bidder's corporate name



**Annexure IV Technical Evaluation Criteria**

Bidders short listed on the basis of fulfilling minimum eligibility criteria shall be evaluated on the basis of the following criteria.

Srno	Criteria	Max. Marks	Marks
1	<p>The bidder should have at least 7 years of experience of undertaking personalization including all the activities as per the scope of the work given above for VISA Card /RuPay or MasterCard.</p> <p>&gt; 7 Year</p> <p>&gt; 3 Years and &lt;= 7 Years' experience</p> <p>&gt;= 1 Years &lt;= 3 Years' experience</p>	20	<p>.</p> <p>20</p> <p>18</p> <p>16</p>
2	<p>The bidder must have undertaken similar activities with Nationalized / Private / Foreign Banks and should supplement its claim by attaching relevant documents</p> <p>Nationalised + Private + Foreign banks</p> <p>Nationalised banks + Private Banks</p> <p>Only Nationalised banks</p> <p>Only Private and/or Foreign banks</p>	20	<p>20</p> <p>18</p> <p>16</p> <p>14</p>
3	<p>Bidder should have processed and supplied more than 20 lakh either VISA/MasterCard/Rupay EMV cards for banks in the last financial year in India</p> <p>&gt; 20 Lacs</p> <p>&gt;= 10 Lacs and &lt;= 20 Lacs</p> <p>&gt; 05 Lacs and &lt; 10 Lacs</p> <p>&gt;= 1 Lacs and &lt;= 5 Lacs</p>	20	<p>20</p> <p>18</p> <p>16</p> <p>14</p>





<b>4</b>	<p>Bidder should have processed and supplied at least 30 lakh Magstipe cards (cumulative) for Banks/Financial Institutions/Govt. Agencies during last 2 financial years in India</p> <p>&gt; 30 Lacs</p> <p>&gt; 20 Lacs and &lt; 30 Lacs</p> <p>&gt; 10 Lacs and &lt;20 Lacs</p> <p>&gt;= 5 Lacs and &lt;= 10 Lacs</p>	<b>20</b>	<p>20</p> <p>18</p> <p>16</p> <p>14</p>
<b>5</b>	<p>Bidder should be in the business of end to end card management</p> <p>Own Plastic supply unit and perso bureau</p> <p>Own Plastic Supply unit</p> <p>Own Personalization Bureau</p> <p>Neither of the above</p>	<b>20</b>	<p>20</p> <p>18</p> <p>14</p> <p>10</p>
<b>Total</b>		<b>100</b>	



**Annexure V – Eligibility Criteria Compliance**

Srl. No.	Criteria	Documents to be submitted	Complied with (Yes / No)
1	<b>The Bidder should be a Company / Firm / MNC / Group Company registered in India and in operation in India for at least 7 years as on the date of bid submission</b>	<b>Certificate of Incorporation / Registration</b>	
2	<b>The Bidder should have a Positive Net Worth during the last two financial years and have an overall turnover of at least Rs 20 crore in either of the last 2 financial years</b>	<b>Audited financial statements</b>	
3	The bidder must have been in the business of manufacturing plastics or personalization of payment cards including EMV cards for at least 7 years in India	Certificate of Incorporation / Registration	
4	The bidder must have provided card plastic supply and personalization services at least for 2 banks/Financial Institution.	Certificates from clients / Purchase orders	
5	The bidder should have supplied plastics for and/or personalized at least 20 lakh Visa / MasterCard / RuPay Magstripe cards for banks in the last 2 financial years in India	<b>Certificates from clients / Purchase orders</b>	
6	The bidder should be certified for chip card plastic supply and personalisation by Visa / MasterCard. It will be the bidder's responsibility to obtain RuPay EMV certification once the guidelines are released by NPCI	<b>Certificate from Visa / MasterCard</b>	
7	The bidder / members of the Consortium must not have been blacklisted by any PSU Bank in the last 3 years	<b>Self-certification</b>	
8	The bidder should have sufficient capacity for supply of Ready Kits to cater to the Bank's requirements of minimum 20,000 welcome kits per day. However, the Bank would use and exhaust existing stock of Ready Kits before placing on fresh orders.	<b>Self-certification</b>	



9	In case of any part of the service being sub-contracted, the lead bidder should have legal and valid agreements with its proposed service partner for the plastic manufacture, card personalization, stationery supply.	Agreements with respective partners	
10	The Bidder should have internal control and audit measures in place.	Copy of latest Audit Report.	
11	The bidder / each consortium member should have ISO / security certification.	<b>Certificate copies</b>	
12	The systems offered should not violate any Intellectual Property Rights.	<b>Self-certification</b>	



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

### **Card Printing / Indenting**

1. Artwork per requirements. 6 colours.
2. Photograph of customer (Optional)
3. Logo of RuPay / Visa / MasterCard
4. Card number
5. Aadhaar Number (UIDAI) / Student / Employee Number / any other Number in 4<sup>th</sup> Line (Optional)
6. Name of customer
7. Expiry date
8. CVV number
9. Hologram (optional).
10. Signature Panel
11. Contact Centre Number

### **Specifications for – EMV card , dual interface with Chip and Magnetic Stripe:**

#### **1. Chip Specifications**

- Compliant to ISO/IEC 7816 Standards
- Compliant to ISO/IEC 14443 Standards Type A / B
- Physical Card ID1 Format
- PET-G + PVC in the ratio of 60:40 or 100% PVC
- Microprocessor based IC Card Minimum 16 KB EEPROM
- Minimum 8 bit CPU



RAM 6 KB

Secure Hardware Crypto Coprocessor

RSA /ECC, 3DES /3KTDES, AES

Common Criteria (EAL): EAL 5+ (hardware)

Memory secure encryption for RAM, ROM and EEPROM.

Counter Measures against side channel attacks (SPA & DPA)

Write Endurance 300 000 cycles

Data Retention >10 years

Unique ID for each chip

Antenna: Insulated Copper wire embedded with thermal compression bonding.

OS should be hard masked on ROM

Java 2.2.x or higher

Global Platform 2.1.x or higher version

EMV Authentications Methods Supported - DDA/ CDA

Support for EMV financial applications using Chip and PIN :

### **Visa**

Visa VSDC 2.7.x or higher PayWave

### **MasterCard**

M/Chip 4 PayPass

Capability to support EMV compliant RuPay Cards

## **2. Magnetic stripe**

Magnetic Stripe: HICO 2750 Oersted.

ISO standards for Encoding, location of Track 1, 2, & 3



### Collaterals

#### **Card Carrier (Printing on one side)**

Length 29 cm (A4) Width 21 cm Paper GSM 90 GSM Envelope

Length 23 cm, Width 11.5 cm, Paper GSM 90 GSM

#### **Manuals:**

Specifications	
Size	3.5" * 8.5"
Quantity	RuPay : No. of Pages : 8 Bilingual Visa : No. of Pages : 8 Bilingual
Format	Cover printed in four colours on front and in single colour on reverse Inner pages to be printed in black ink
No of Pages	Approximately 8(+/-4) pages
Paper:	
For cover	130 GSM good quality glossy art paper
Inner paper	West Coast/ Ballarpur / Andhra Superfine / SS / Deluxe maplitho paper



**Pouches:**

Specifications	
Size	9 cm * 5.8 cm
Format	12.4 cm * 9.00 cm Open size Four colour printing.
No of Pages	One page
Paper	Non-tearable 130 GSM mat paper

**PIN Mailers**

Length 24.3 cm

Width 9.4 cm

Paper GSM 50 GSM with triple ply with carbon

OR

Length 23 cm

Width 9.3 cm

Paper GSM 60 GSM carbonless

Window Envelopes for PIN

Size 28 cm X 12.7 cm

Paper GSM 90 GSM Butter paper

### **Annexure VII – Letter of Indemnity**

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

Sir,

We refer to our bid for your RFP Ref No. 042014 dated 14 May 2014 for Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

We, \_\_\_\_\_ (Company) hereby undertake to indemnify Bank of Maharashtra and agree to protect and hold the Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

The Bank undertakes to: (i) give prompt notice to the Bidder concerning the existence of the indemnifiable event; (ii) grant authority to the Bidder to defend or settle any related action or claim; and, (iii) provide, at the Vendor's expense, such information, cooperation and assistance to the Bidder as may be reasonably necessary for the Bidder to defend or settle the claim or action. Bank's failure to give prompt notice shall not constitute a waiver of the Bank's right to indemnification and shall affect the Vendor's indemnification obligations only to the extent that the Vendor's rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, (i) the Bank may participate, at its own expense, in any defence and settlement directly or through counsel of its choice, and (ii) the Bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to the Bank or increase the obligations assumed by the Bank under this Agreement, without the prior written consent of the Bank. If the Bidder elects not to defend any claim, the Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Vendor, and shall be entitled to deduct from payments to the Bidder such costs and expenses as may be incurred by the Bank provided however should the amount payable to the Bidder be insufficient to recover the expenses incurred by the Bank, the Bidder shall promptly reimburse the Bank for all costs, expenses, settlement amounts and other damages.



In the event of any loss or damage on account of error in reconciliation, the Bidder shall be liable to the Bank for each such event and in respect of each occasion at which such event occurs. If the Bank is in a position to recover a part of or the entire amount of loss suffered by the Bank from its insurance claims and provided that the Bidder has reimbursed the Bank for the entire loss, the amount recovered by the Bank from the insurer shall be refunded to the Vendor.

The Bidder is also liable to bear any losses for failure on part of the bidder that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Bidder shall adequately compensate the bank for any loss occurred to the bank due to any system / procedure / service lacuna of the outsourced agency.

Yours faithfully

(Authorized signatory and company stamp)

Full name and Designation of authorized signatory

#### Annexure VIII - Bidder Details

Details given in this form must be accompanied by documentary evidence to facilitate verification. Documents given with the Eligibility Criteria need not be given again. All relevant details are to be given separately for the Bidder and all subcontractors and other agencies employed/proposed to be employed for procuring, personalisation, PIN, collaterals, and allied services.

General Details		
Srl. No.	Name of Company	Details
	Postal Address	
	Telephone, Fax Number, Email Address	
	Constitution of the Company	
	Nature of activity	
	Details of ownership	
	Holding company or parent company	



	Name and designation of the person authorized to make commitments to the Bank	
	Website address	
	Sales Tax / VAT Number	
	Income Tax PAN	
	No. of Personnel who are employed for Card Personalisation services	
	Brief description of facilities for undertaking the services, along with location	
<b>Financial Services</b>		
	Annual Turnover (2014-15)	
	Annual Turnover (2015-16)	
<b>Technical Details</b>		
	Installed capacity (per annum) for personalization of Debit / Credit Cards (Details of all Equipment may be given for EMV Dual interface cards with mag stripe)	
	Present Capacity Utilization	
	No of cards issued per month: <ul style="list-style-type: none"> <li>• EMV Cards Magstripe Cards</li> <li>• Mag stripe Cards</li> </ul>	
	Experience in Debit/ Credit Card Personalization	
	PIN Printing – Numbers per month	
	Dispatches per months <ul style="list-style-type: none"> <li>• Cards</li> <li>• PINs</li> </ul>	
	Stuffing of Cards & Collaterals (whether in-house / outsourced). Numbers per month	
	Number of personnel dealing with card / PIN queries (for helpdesk) Web-based query portal (if available)	
	Rejection percentage of personalised cards	



	Inventory control and management – Details of system in place.	
	Security controls for Card personalization Bureau (Physical, Double door, CCTV etc.)	
	Security controls for PIN Printing ( Physical, Double door, CCTV, Separate premises etc.)	
	RuPay / Visa / MasterCard certification details for mag stripe along with Date of certification. Certification details for EMV for Visa / MasterCard with date of certification.	
	System Architecture (Details to be attached)	
	Internal Audit System	
	Pre-and-post quality control checks	
	CCTV and other surveillance system details	
	DR and business continuity plan Location of the DR	
	Complete Hardware and software details of all the systems including DR (Data Processing, Card personalization, PIN printing, Security Systems, Communication Systems, Stuffing and Dispatch, Inventory Management etc.) that are to be deployed for the Bank	

**Annexure IX – Tender Offer Cover Letter**

(To be submitted on company letterhead)

Date:

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

**Dear Sir**

1. Having examined the Scope Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, install and maintain all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Scope Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Scope.
2. Post reverse auction if we are bid winner & it is accepted by the bank, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this Scope Offer for 180 days from date of Reverse Auction and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely 'Prevention of Corruption Act, 1988'.
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Date:

Authorized Signatory



Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

(Name: Contact Person, Phone No., Fax, E-mail)

**Annexure X – Comments on Terms and Conditions, Services and Facilities**

Comments on the Terms & Conditions, Services and Facilities provided:

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion/ Deviation
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)



Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

**Annexure XI – Pre-bid Query Format**

Queries:

Sr. No.	Page #	Point / Section #	Query	Banks Response (Bidder Should not fill in this column)
1				
2				
3				
4				
5				
6				
7				
8				
9				

Date:

Authorised Signatory & Stamp

(Name: Contact Person, Phone No., Fax, E-mail)



Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

**Annexure XII – Manufacturer's Authorisation Form**

(To be submitted on manufacturer's letterhead)

Date:

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

Dear Sir,

We ..... (*Name of the Manufacturer*) who are established and reputable manufacturers of ..... having factories at ....., ....., ..... and ..... do hereby authorize M/s ..... (who is the bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of items manufactured by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose.

We, hereby extend our warranty for the items and services offered for our products supplied against this RFP by the above-mentioned Bidder as per our warranty program.

Yours Faithfully

Authorised Signatory

Name

Designation

Phone Number

E-mail ID

Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

**Annexure XIII – Bid Security Form**

The Deputy General Manager,

Information Technology

Bank of Maharashtra

Head Office 'Lokmangal'

1501, Shivajinagar,

Pune - 411005

RFP for Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

Bond No.

Dated:

**BID SECURITY LETTER**

1. WHEREAS, (hereinafter called the Vendor) has submitted the Bid dated.....for Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards more described in the tender documents (hereinafter called Bid) to Bank of Maharashtra.

2. KNOWN ALL MEN by these presents that we ..... having our registered office at .....(hereinafter called the 'VENDOR') are offering security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) by way of demand draft bearing No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ favoring 'Bank of Maharashtra' to Bank of Maharashtra, 3rd Floor, Head Office 'Lokmangal' 1501, Shivajinagar, Pune - 411005 for the acceptance and carrying out the purchase contract well and truly to be made to Bank of Maharashtra, the Bidder binds itself, its successors and assigns by these presents.





Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

3. The bid security may be forfeited:

(a) If the bidder withdraws its bid during the period of bid validity specified by the bidder

or

(b) In case of the successful Bidder, if the Bidder fails:

(i) To sign the Contract

or

(ii) To furnish performance security.

(c) Fails to comply with the terms and conditions contained in the tender document

The bidder undertakes that it will not take a duplicate instrument or cancel the demand draft referred above till the bidder gets back the demand draft from the Bank of Maharashtra in the course of execution of the contract.

Dated this.....day of.....

Place:

Date:

\_\_\_\_\_  
Seal and signature of the vendor



**Annexure XIV – Performance Bank Guarantee Format**

The Deputy General Manager,

Information Technology

Bank of Maharashtra

3rd Floor

Head Office 'Lokmangal'

1501, Shivajinagar,

Pune - 411005

In consideration of Bank of Maharashtra (hereafter called 'Purchaser') having its office at the aforementioned address having agreed to purchase / engage \_\_\_\_\_ having its office at \_\_\_\_\_ (hereafter called Supplier / Bidder / Contractor) under the terms and conditions of an Agreement dated \_\_\_\_\_ (hereafter called 'Agreement').

Towards the security for the due fulfilment of the terms and conditions contained in the Agreement, it has been agreed that the Bidder shall provide a Bank Guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

We, \_\_\_\_\_ Bank (hereafter referred to as 'Bank') at the request of the Bidder, do hereby undertake and guarantee to pay the Purchaser an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) either in lump sum or in parts against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions contained in the said agreement.

Unless repugnant to the context or meaning thereof, the expressions Purchaser, Supplier, Bidder, Contractor, and Bank shall mean and include their heirs, representatives, successors, executors, administrators, assigns etc. as may be applicable.

1. The Bank hereby undertakes to pay the amount/s due and payable under the guarantee without any demur, merely on a demand from the Purchaser stating that the amount/s claimed is/are due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Supplier/Bidder/Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Supplier/Bidder/Contractor's failure to perform its obligations under the said Agreement. Any such demand made by the Purchaser on the Bank



Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

shall be conclusive as regards the amount/s due and payable by the Bank under this guarantee, whether made in one go or in parts. However, Bank's liability under this guarantee shall in totality be restricted to an amount not exceeding Rs. \_\_\_\_\_ whether invoked or if invoked, in part or otherwise.

2. The Bank undertakes to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Supplier/Bidder/Contractor(s) or any suit or proceedings pending before any Court or Tribunal relating thereto. Thereby meaning that Bank's liability under the present guarantee shall be absolute and unequivocal in any circumstance whatsoever, if called upon to pay by the Purchaser. However our liability shall not exceed in Rs. (in words)
3. The Bank further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues and/or advances made by the Purchaser under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ the Purchaser certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier / Bidder / Contractor and accordingly the Purchaser discharges this guarantee, either in writing or by returning the Original Guarantee Bond or till its expiry whichever is earlier to the Bank.
4. The Bank before the release of the Bank Guarantee Bond in original by the purchaser and before the expiry of this guarantee, per clause 3 of this Guarantee Bond, may renew this guarantee for the same period as was initially requested upon for this guarantee or for any shorter period, at the option of the purchaser, under intimation to the bidder.
5. The Bank further agrees with the Purchaser that the Purchaser shall have the fullest liberty without Bank's or Supplier/Bidder/Contractor's consent and without affecting in any manner Bank's obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Supplier/Bidder/Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Supplier/Bidder/Contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of any such variation, or extension being granted to the said Supplier/Bidder/Contractor or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier/Bidder/Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank, in any manner whatsoever.
6. This guarantee will not be discharged during its currency due to the change in the constitution of either the



Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

Bank or the Purchaser or the Supplier/Bidder/Contractor, in any manner whatsoever.

7. The Bank lastly undertakes not to revoke this guarantee during its currency or extensions thereof, except with the previous consent of the Purchaser, in writing or otherwise than as is provided in this Guarantee.
8. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as its principal debtor at first instance without proceeding against the said Supplier / Bidder / Contractor, and notwithstanding any security or other guarantees that the Purchaser may have in relation to or in relation to the Supplier / Bidder / Contractor liabilities from time to time, as this guarantee constitutes a separate, distinct and independent contract between the Bank and the Purchaser.
9. Any officer of the Purchaser of the rank of Senior Manager or above, duly authorised in this regard, shall be competent to issue demand/notice or to issue any appropriate instructions, as circumstances may warrant, to the Bank under this Guarantee, which the Bank shall have to comply immediately and forthwith, without raising any dispute or question/s in regard there to, in any manner whatsoever.

Notwithstanding anything contained above:

- (a) The liability of the Bank under the guarantee shall not exceed Rs. \_\_\_\_\_ (in words Rupees \_\_\_\_\_ only)
- (b) This Bank Guarantee shall be valid either till \_\_\_\_\_ or till the issue of a fresh Bank Guarantee to the Purchaser with an extended period in lieu thereof or till the Purchaser certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier/Bidder/Contractor and accordingly the Purchaser discharges this guarantee, in writing and by returning the Original Guarantee Bond to the Bank.
- (c) The bank before the release of the Guarantee Bond in Original by the purchaser and before the expiry of this guarantee may at its option renew this guarantee for the same period as was initially agreed upon for this guarantee or any shorter period, at the option of the purchaser, under intimation to the bidder.
- (d) The Bank is liable to consider any notice for invocation of Bank Guarantee as a default by the Supplier / Bidder / Contractor and shall be under an obligation to pay to the Purchaser the entire amount of Guarantee or any part thereof under this Bank Guarantee only if the Purchaser serves upon the Bank a written claim or demand before the expiry of either the Bank Guarantee or any extended period/s under this Bank Guarantee, as the case may be.



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra  
भारत सरकार का उद्यम  
एक परिवार एक बैंक

Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

Notwithstanding anything contained herein our liability under this Bank guarantee shall not exceed Rupees ...../-  
(Rupees..... Only) This Bank guarantee shall be valid upto ..... and we are liable to pay the  
guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on  
or before.....

This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

Dated the \_\_\_\_\_ day of \_\_\_\_\_.

**Signature**

**Name**

**Designation with Bank Seal**



Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

**Annexure XV – Checklist for Bid Submission**

Section	Section Heading	Proforma Given
	<b>Eligibility Bid Index</b>	
1	Eligibility Criteria Compliance	Duly filled <b>Annexure V</b>
2	Credential letters for Compliance to each criteria	Credential Letters
3	Supporting to Financial criteria compliance	Audited financial statements
	<b>Technical Bid Index</b>	
1	Tender Offer Cover Letter	<b>Annexure IX</b>
2	Executive Summary	Write up
3	Comments on Terms and Conditions	<b>Annexure X</b>
4	Manufacturers' Authorization Letter (if applicable)	<b>Annexure XII</b>
6	Bid Security Form	<b>Annexure XIII</b>
7	Commercial Format (Masked)	<b>Annexure I</b>
8	Conformity Letter	<b>Annexure II</b>
9	Conformity with Hardcopy Letter	<b>Annexure III</b>
10	Integrity Pact	<b>Annexure XVI</b>
	<b>Commercial Bid Index /Reverse Auction Proforma</b>	
1	Commercial Bid Details with price	<b>Annexure I</b>

Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

**Annexure XVI – List of Abbreviations**

Acronym	Full Form
AMC	Annual Maintenance Contract
ATM	Automated Teller Machine
CB	Commercial Bid
CBS	Core Banking System
CD	Cash Dispenser
CVC	Central Vigilance Commission
DC	Data Centre
DR	Data Recovery Site
EEPROM	Electrically Erasable Programmable Read Only Memory
EMD	Earnest Money Deposit
EMV	Euro Master Visa
FTR	Functional and Technical Requirements
FY	Financial Year
HO	Head Office
INR / Rs	Indian Rupee
IPR	Intellectual Property Rights
IT	Information Technology
MNC	Multinational Corporation
NPCI	National Payments Corporation of India
PBG	Performance Bank Guarantee
PO	Purchase Order
RAM	Random Access Memory
ROM	Read Only Memory
SLA	Service Level Agreement
SOW	Scope of Work
T&C	Terms and Conditions
TB	Technical Bid
TCO	Total Cost of Ownership
VSDC	Visa Smart Debit / Credit



Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

**Annexure XVII – Integrity Pact**

(to be executed on RS 500 Stamp Paper)

**PRE CONTRACT INTEGRITY PACT**

**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_\_ 2017, between on one hand, Bank of Maharashtra through authorized official Shri Shri. \_\_\_\_\_, General Manager, Information Technology Department, Bank of Maharashtra (hereinafter called the “BUYER”, which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Chief Executive Officer (herein called the “BIDDER/Seller” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipments/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said Equipment/product/services at a competitive price in





Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

**Commitments of the BUYER:**

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

**COMMITMENTS of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in



order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.



- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

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

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

#### **5. Earnest Money (Security Deposit)**

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
  - 5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra IT Department**
  - 5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - 5.1.3. Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for



the period of its currency.

## 6. Sanctions for Violations:

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

- 6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

## 7. Fail Clause:

7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or



subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### **8. Independent Monitors:**

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

#### **9. Facilitation of Investigation**

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



## 10. Law and Place of Jurisdiction

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

## 11. Other Legal Actions:

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

## 12. Validity:

12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra  
भारत सरकार का उद्यम  
एक परिवार एक बैंक

Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

BUYER

BIDDER

Name of the Officer:

CHIEF EXECUTIVE OFFICER

Designation:

(Office Seal)

IT Department

Bank of Maharashtra

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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

Witness:

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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



Supplying, Printing and Personalization of EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC cards

### **Non-Disclosure Agreement**

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for Proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed. The NDA must be executed on the bidder's company letterhead. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA) must sign the NDA.

NDA format is provided below.

**(On the Letterhead of the bidder)**

### **Strictly Private and Confidential**

Dy. General Manager  
Information Technology

Bank of Maharashtra  
"Lokmangal", 1501, Shivajinagar  
Pune

Maharashtra, India

[Date]

[Salutation]

### **Non-Disclosure Agreement**

We acknowledge that during the course of bidding for Request for Proposal (RFP) for EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP





and not for any other purpose.

3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This Agreement shall not prohibit disclosure of Confidential Information:

To our partners/ directors and employees who need to know such Confidential Information for RFP EMV ATM-cum-Debit Dual interface Cards (with Chip and Magstripe), Magnetic Stripe & NFC To the extent that such disclosure is required by law;

To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and

To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.

6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
  - For the purpose of a disclosure permitted by item 5 above; and
  - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
7. This Agreement shall not apply to Confidential Information that:
  - Is in the public domain at the time it is acquired by us;
  - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
  - Is already in our possession prior to its disclosure to us; and
  - Is independently developed by us.
8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.

10. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
11. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Pune courts.

Yours sincerely

Signature and Stamp of Company

**[Authorized Signatory (same as signing the proposal) – Bidder]**

Name:

Position:

Date:

We have read this Agreement fully and confirm our agreement with its terms