

# **REQUEST FOR PROPOSAL FOR PROCURING, PROCESSING AND PERSONALISATION OF CARDS**

**STATE BANK OF INDIA,  
NEW BUSINESS DEPARTMENT,  
CORPORATE CENTRE, MUMBAI**

**Ref No : NB/PS/SN/RFP/2018-19/001  
DATED 29.05.2018**

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# PART - I

## 1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/ the Bank**' is having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of "The Bank" and branches/other offices including Foreign Offices, other exchange companies in available at various locations and managed by the Bank and Regional Rural Banks sponsored by "The Bank"). This Request for Proposal (RFP) has been issued by the Bank for Procuring, Processing of Card and PIN/PPKs, and Personalisation (embossing/indenting) of Debit Cards, Smart Cards, EMV contact cards, EMV contact less cards, Dual Interface Cards, Image Cards, printing of PIN/PPK mailers and Collaterals for "The Bank" and dispatch thereof.
- ii. The Bank proposes to invite proposal (both technical and commercial) from eligible vendors to undertake Procuring, Processing of Card and PIN/PPKs, and Personalisation (embossing/indenting) of Debit Cards, Smart Cards, EMV contact cards, EMV contact less cards, Dual Interface Cards, Image Cards, printing of PIN/PPK mailers and Collaterals for "The Bank" and dispatch thereof as per details/ **scope of work** mentioned in **Annexure-1** of this RFP document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-10** of this RFP and willing to provide the goods and services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- iv. Address for submission of Bids, contact details including email address for sending communications are given in part II of this RFP document.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for Procuring, Processing of Card and PIN/PPKs, and Personalisation (embossing/indenting) of Debit Cards, Smart Cards, EMV contact cards, EMV contact less cards, Dual Interface Cards, Image Cards, printing of PIN/PPK mailers and Collaterals for "The Bank" and dispatch thereof and services desired in this document. The proposed product must integrate with Bank's existing infrastructure seamlessly.

- vi. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for Procuring, Processing of Card and PIN/PPKs, and Personalisation (embossing/indenting) of Debit Cards, Smart Cards, EMV contact cards, EMV contactless cards, Dual Interface Cards, Image Cards, printing of PIN/PPK mailers and Collaterals for "The Bank" and dispatch thereof for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Procuring, Processing of Card and PIN/PPKs, and Personalisation (embossing/indenting) of Debit Cards, Smart Cards, EMV contact cards, EMV contact less cards, Dual Interface Cards, Image Cards, printing of PIN/PPK mailers and Collaterals for "The Bank" and dispatch thereof adhering to Bank's requirements outlined in this RFP.

## **2. Disclaimer:**

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by "The Bank", but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of "The Bank" with the selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or

unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids including the lowest bid, and to re-invite responses, without assigning any reason whatsoever. The Bank is under no obligation to acquire any or all the products/services/software proposed.
- vii. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

### 3. Definitions:

In this connection, the following terms shall be interpreted as indicated below:

- i. **"The Bank"** means the "The State Bank of India" (including domestic branches and foreign offices), its subsidiaries and Regional Rural Banks sponsored by SBI.
- ii. **"Bidder/Service Provider/System Integrator"** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **"Bid"** means the written reply or submission of response to this RFP.
- iv. **"The Contract"** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Vendor/Service Provider"** is the successful Bidder(s) found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder(s) as per the selection criteria

set out in the RFP and to whom notification of award has been given by Bank.

- vi. **"The Contract Price/Project Cost"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. **"The Services"** means those services relating to the Procuring, Processing and Personalisation of Debit Cards and other such obligations of the Vendor covered under the Contract.
- viii. **"The Project Site"** means locations where supply and services as desired in this RFP document are to be provided.
- ix. **"Debit Card"** is a plastic payment card allowing the holder to transfer money electronically from their bank account and includes all card types, Image Cards, Dual Interface Cards, Contactless Cards, Prepaid Cards and contactless tags/contactless wearables.
- x. **"Smart Card"** is a plastic card with a built-in microprocessor used to store and process data and perform financial transactions.
- xi. **"NFC - Near Field Communication"** is a wireless technology that allows a device to collect and interpret data from another closely located NFC device or CARD. NFC cards are passive devices that store data that can be retrieved by active NFC devices.
- xii. **"EMV"** is a global standard for credit and debit payment cards based on chip card technology" taking its name from the card schemes of Europay, Mastercard and Visa – the original card schemes that developed it. The standard covers the processing of credit and debit card payments using a card that contain a microprocessor chip and magstripe.
- xiii. **"Dual Interface Card"** is a a credit or debit card with an embedded chip that allows the card to be used in both contact and contactless transactions. Dual Interface Chip cards allow card readers to obtain the card's identifying information through the use of a single chip.
- xiv. **"RFID Radio Frequency Identification"** card is an electronic card that exchanges data with a RFID reader through radio waves, containing an antenna which receives radio frequency (RF) waves and an integrated circuit or chip which is used for processing and storing data.



xv. **"PPK"** is Pre Printed Kit

xvi. **"Pre Paid Card"** is a card issued with preloaded funds.

xvii. **"Bulk Upload Cards"** – Bulk upload volume for L1 vendor is 1,00,000, L2 vendor is 60,000 and L3 vendor is 40,000, apart from normal card issuance.

xviii. **"HSM"** – Hardware Security Module

xix. **"OEM"** – Original Equipment Manufacturer

#### **4. Scope of Work:**

As given in **Annexure-1** of this document.

#### **5. Eligibility Criteria, Technical & Functional Specifications, & Compliances:**

Bid is open to all Bidders who meet the eligibility criteria as given in **Annexure-10** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

- (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP.
- (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.

#### **6. Cost of Bidding**

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

#### **7. Clarification and amendments on RFP/Pre-Bid Meeting**

- a. Bidder requiring any clarification of the bidding document may notify the Bank in writing **strictly as per the format given in Annexure-5** at the

address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.

- b. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- c. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- d. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments / clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto thereof.
- e. No request for change in commercial/ legal terms and conditions, other than what has been mentioned in the RFP or any addenda/ corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- f. Queries received after the scheduled date and time will not be responded/ acted upon.

## **8. Contents of bidding document:**

- i. The Bidder must thoroughly study/ analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.

- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in **English**.
- v. The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

## **9. Protection against abnormal local currency rate fluctuations vis-à-vis USD.**

In view of the fact that major components of the products to be supplied are imported and volatile nature of INR, review of price of imported components viz. base card with chip and hologram shall be done at yearly intervals provided variation in rate of INR vis-à-vis USD shall be found to be more than 10% on the date of review. In case review shall be required to decide fresh rates, 80% of the price of Base Card and 100% of the price of imported holograms shall be considered for revision. Currency rates shall be taken for the purpose only as per RBI web-site. Detailed mechanism shall be as under-

a) Average of currency rates available for last 30 days as on as on date of reverse e-auction shall be taken as reference rate. This rate may be called as **BASE RATE**.

b) Date of first review shall be on the date exactly one year after the date of BASE RATE as indicated in a) above. In case of this date falling on holidays review shall be done on next working day. This date may be called as **REVIEW DATE**.

c) Average of currency rates available for last 30 days as on REVIEW DATE shall be seen for variation of more than 10% from BASE RATE. This may be called as **RATE FOR REVIEW**.

d) In case variation in RATE FOR REVIEW shall be found beyond 10% from BASE RATE, prices shall be adjusted as described above upward or downward as the case may be to the tune of actual variation.

e) In case revision was required and happens then BASE RATE shall be replaced with RATE FOR REVIEW for future review(s) otherwise BASE RATE shall remain intact and shall be used as such for next review exactly after one year of REVIEW DATE.

f) Steps c) to e) shall be repeated for future reviews if required.

## **10. Earnest Money Deposit (EMD):**

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure-17**], issued by a Scheduled Commercial Bank in India, other than "State Bank of India", drawn in favour of "State Bank of India" payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP which should be strictly on the lines of format placed at **Annexure-18**.
- vii. No interest is payable on EMD.
- viii. The EMD may be forfeited:-

- a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
  - b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
  - c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/ Purchase Order.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/ this department, in future, as per sole discretion of the Bank.

## 11. Bid Preparation and submission:

- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as '**Technical Proposal for Procuring, Processing and Personalisation of Debit Cards in response to the RFP No. NB/PS/SN/RFP/2018-19/001 dated 29.05.2018.**' This envelope should contain following documents and **properly sealed**:
  - (a) Bid covering letter/Bid form on the lines of **Annexure-9** on Bidder's letter head.
  - (b) Earnest Money Deposit (EMD) as specified in this document.
  - (c) A letter on Bidder's letterhead: -
    - (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder
    - (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.
    - (iii) Confirming that the Bidder has quoted for all the items/ services mentioned in this RFP in their commercial Bid.
    - (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
  - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-10**.
  - (e) Bidder's details as per **Annexure-11** on Bidder's letter head.
  - (f) Bidder's Technical Information as per **Annexure-12** on Bidder's letter head.
  - (g) Licensing details of operating software/firmware.

- (h) Undertaking of Authenticity - **Annexure-16**
  - (i) Format for Manufacturer's Authorization Form– **Annexure- 14**
  - (j) Any deviations sought from technical criteria/specifications given in RFP.
  - (k) Audited balance sheets and profit and loss account statement for last three years.
  - (l) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
  - (m) Detailed explanation of functioning of Hardware/firmware.
- ii. A second sealed envelope prominently marked as **Indicative Price Proposal for Procuring, Processing and Personalisation of Debit Cards in response to the RFP No. NB/PS/SN/RFP/2018-19/001 dated 29.05.2018. This envelope should contain only indicative price Bid strictly on the lines of Annexure-13.** The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- iii. Bidders may please note:
- a. The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply.
  - b. A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs.
  - c. While submitting the Technical Bid, literature on the Software Solution/ service should be segregated and kept together in one section / lot in a separate envelope.
  - d. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
  - e. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
  - f. The proposal in original hard copy will be considered. No soft copy/photocopy/email/any other form of the proposal will be considered.
  - g. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.

- h. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- i. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- j. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- k. The Bidder must provide specific and factual replies to the points raised in the RFP.
- l. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- m. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- n. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialed by the person signing the Bids.
- o. The Bid document shall be spirally bound.
- p. The Bank reserves the right to reject Bids not conforming to above.
- q. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- r. All the envelopes shall be addressed to "The Bank" and delivered at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
- s. If the envelope is not sealed and marked, "The Bank" will assume no responsibility for the Bid's misplacement or its premature opening.

- t. The bidder should also submit PRE-CONTRACT INTEGRITY PACT as prescribed by the Government of India (Annexure-19) duly signed by the bidder on each page and by two witnesses. **Bid submitted without the integrity pact shall not be considered.**

## **12. Deadline for Submission of Bids:**

- a. Bids must be received by "The Bank" at the address specified and by the date and time mentioned in the "Schedule of Events".
- b. In the event of the specified date for submission of Bids being declared a holiday for "The Bank", the Bids will be received up to the appointed time on the next working day.
- c. In case "The Bank" extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of "The Bank" and Bidders will remain the same.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

## **13. Modification and Withdrawal of Bids:**

- a. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by "The Bank", prior to the deadline prescribed for submission of Bids.
- b. A withdrawal notice may also be sent by Fax/email, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- c. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- d. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the bidder.
- e. Withdrawn Bids, if any, will be returned unopened to the Bidders.

## **14. Period of Validity of Bids:**

- a. Bids shall remain valid for **180 days** from the date of reverse auction. A Bid valid for a shorter period is liable to be rejected by "The Bank" as nonresponsive.



- b. In exceptional circumstances, "The Bank" may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, "The Bank" will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- c. "The Bank" reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

## **15. Bid integrity:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that "The Bank" may take. All the submissions, including any accompanying documents, will become property of SBI. The Bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

## **16. Bidding process/Opening of Technical Bids:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/ specifications/ eligibility. Only those Bids qualifying in the technical evaluation shall become eligible for commercial Bid opening and further RFP evaluation process.
- iii. "The Bank" will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. "The Bank" may, at its

discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

- iv. Prior to the detailed evaluation, "The Bank" will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in total, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the hardware, operating software/ firmware proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by "The Bank" and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **17. Technical Evaluation:**

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed product/ services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/ superior features of their product. The Bidder will demonstrate/ substantiate all claims made in the technical Bid to the satisfaction of "The Bank", the capability of the product to support all the required functionalities at their cost in their lab or those at other organizations where similar product is in use.
- ii. "The Bank" reserves the right to evaluate the Bids on technical & functional parameters including factory/ workplace visit and witness demos of the system and verify functionalities, response times, etc.
- iii. Bank will evaluate the technical and functional specifications of all the parameters quoted by the Bidder and award scores as per **Annexure-21**.
- iv. During evaluation and comparison of Bids, "The Bank" may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.
- v. The evaluation will also take into account:

- a. 'The product' to be supplied/ services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
- b. Does the proposed product/service handles the projected volumes and offers a proven solution to meet the requirements.
- c. Is the product/services offered by the Bidder a complete system or does it have integrations with third party solutions.
- d. Upgrade(s) assurance by the Bidder as per requirements of "The Bank" for the duration of the project.
- e. Capability of the proposed product/service to meet future requirements outlined in the RFP.
- f. Support on open platforms and product based on latest technology (both hardware, operating software/ firmware).
- g. Bidder support facilities: Support requirement like online support/ email support/ offline support, time period.
- h. Bidder will support "The Bank" as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.

## **18. Evaluation of Price Bids and Finalization:**

- i. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after technical evaluation and the demo, would be opened.
- ii. All the Bidders who qualify in the technical evaluation process shall be eligible to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of "The Bank", details of which are given in Part II of this RFP document.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by "The Bank" / Authorized service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- iv. The L1 Price for Procuring, Processing and Personalisation of Debit Cards will be determined through a reverse auction process, as detailed in **Annexure 4**.
- v. Please note that L1 price will be selected on the basis of the aggregate end-to-end cost of all activities/ software/ services. The indicative prices will be kept confidential and will be known only to committee members. Final

selection of the bidder will be done through reverse e-auction process at the time and date to be announced later.

The prices contracted should not be changed for any reason whatsoever including exchange rate fluctuations, changes in import duty, variation in costs of labour, material etc. except provided otherwise in this document. Final selected bidder shall pass any benefit due to downward revision in the price of activities to "The Bank". SBI have varieties of debit cards in production having different volume – based on consumption. Collaterals accompanying these cards are also of different design. However, we are seeking indicative quotes. "The Bank" reserves the right to negotiate with the selected bidders by a Price Negotiation Committee, based on specification and volume of each variant, if and when such occasion(s) arises.

Rates for all other variants shall be as per table below based on their volumes.

VISA/MASTER/RUPAY/OTHERS EMV CARDS	
Quantity Slab per annum	Percentage Difference on base price
Above 10,000	Base price
Upto 10,000	Base Price + 6%

Monthly billing will be at the base price, after 12 months vendor shall raise the bill for the difference amount as per the slab calculation, if any.

All debit cards to be procured shall strictly conform to the International Standard set vide **ISO/IEC FDIS 7810:2003(E)**. "The Bank" will reserve the right to disqualify the entire lot of the material in case deviation in quality beyond permissible limits [limits / specification as defined in Annexure 3] is found and **10 % volume being handled by vendor will be shifted to other vendor(s) for one quarter**. Vendors will allow and extend full co-operations to "The Bank" for testing and quality check of material in use at random intervals by their officials and/or by external experts engaged by "The Bank" for the purpose (Testing cost of Card, PPK and other stationary used for Bank to be borne by the vendor at the Testing Lab selected by "The Bank"). Please refer Annexure 3 for further details.

Rates for any new variants launched by "The Bank" during the contract period shall be as per Agreement based on the yearly volumes of such cards. However, if "The Bank" so desires, it shall have the right to opt for a bidding process

amongst the empaneled vendors to discover the prices for such cards of new variants.

The bid may not be evaluated by "The Bank" in case of non-adherence to the format or partial submission of technical details as per the format. "The Bank" shall not allow/ permit changes in the technical specifications after the last date of submission. The relevant technical specification sheets, etc., should be submitted along with the bid. Failure to submit this information along with the bid could result in disqualification. All sections should be labelled for easy reference.

vi. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-13** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.

vii. Errors, if any, in the price breakup format will be rectified as under:

- (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
- (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
- (c) If the vendor has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, "The Bank" reserves the right to reject all such incomplete Bids.

## **19. Contacting the Bank:**

- i. No Bidder shall contact "The Bank" on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.

- ii. Any effort by a Bidder to influence "The Bank" in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

## 20. Award Criteria:

### **Bank's right to split the order for Cards and Customize the Contract**

"The Bank" reserves the right to distribute the entire debit card/ smart card/ pre-paid card related orders between **L1, L2 and L3 bidders** who will be empanelled. In case "The Bank" considers it necessary to distribute the existing activities, it will be distributed in the proportion of **60:40** if distributed between two bidders and **50:30:20** if distributed among three bidders provided the L2 and L3 bidders match the price of L1 bidder, effective from date of agreement or go live date. In case L2 or L3 decline for the L1 price, the same will be distributed to the next price bidder, viz, L4, L5 and so on who agree for the L1 price. The distribution ratio of card order amongst the vendors will be based on overall card quantity and not on variant wise cards. **However, "The Bank" will be at liberty and reserves the right to change this proportion or withdraw the order from any vendor if the services rendered by him are not found satisfactory.**

- i. Bank will notify successful Bidder(s) in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to "The Bank" within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder shall be required to enter into a contract/ SLA with "The Bank", within 30 days of award of the tender or within such extended period as may be decided by "The Bank". Successful Bidder shall submit the KYC details of their authorized signatories and should inform "The Bank" on any changes in their management, viz, merger, amalgamation, etc. The date of commencement of the contract will be on a common date, irrespective of the date of signing of SLAs by different selected bidders.

- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between "The Bank" and the successful Bidder.
- vii. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc
- viii. "The Bank" reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- x. Upon notification of award to the L1 Bidder, "The Bank" will promptly notify the award of contract to the successful Bidder(s) on the Bank's website. The EMD of each unsuccessful Bidder(s) will be discharged and returned.

## **21. Powers to Vary or Omit Work:**

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned

by such variation shall be added to or deducted from the contract price as the case may be.

- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

## **22. Enforcement of Terms**

The failure of either party to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising any other right it may have hereunder.

## **23. No Waiver of Bank Rights or Successful Bidder's Liability:**

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

## **24. Protection of Work**

The successful bidder shall have total responsibility for protecting his work till Bank finally accepts it. The Bank will not entertain any claim for damage or loss



to the successful bidder's work and the finally selected bidders shall be responsible for the complete restoration of the damaged work to its original condition to comply with the specifications. Should any such damage to the finally selected bidder's work occur because of other party not under his supervision or control, the finally selected bidders shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the successful bidder and the other party or parties concerned regarding the responsibility for damage to the finally selected bidders work, the same shall be resolved by the successful bidder directly with the party concerned. The successful bidder shall not cause any delay in the repair of such damaged work because of any delay in the resolution of such disputes. The finally selected bidders shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such dispute.

The finally selected bidders shall perform his work in a manner that in no way endangers the operations of the existing systems/ records of Bank / SBG, which will have interconnections.

The finally selected bidders his sub-contractors shall be responsible during work for protection of the work that has been completed by other vendor. Necessary care shall be taken to see that the finally selected bidders team cause no damage to the same during the course of execution of their work.

## **25. Contract Amendments:**

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

## **26. Bidder Utilization of Know-how**

State Bank will request a clause that prohibits the finally selected bidder from using any information or know-how gained in this contract for another organization whose business activities are similar in part or in whole to any of those of the Bank anywhere in the world without prior written consent of the Bank during the period of the contract and one year thereafter.

## **27. Solicitation of Employees**

Bidder will not hire employees of SBI or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of the SBI directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis.

## **28. Indemnity**

The finally selected bidder and or his outsourced Agents /sub-contractors will undertake thorough background check, due diligence in verifying the antecedents of its employees and will indemnify and protect the SBI against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from

- a. Any action of his / their employees and agents;
- b. Infringement of any law pertaining to patents, trademarks, copyrights etc. or such other statutory infringements in respect of all hardware and software used by them or any of the laws in force.

The finally selected bidders and his /their outsourced agents/ sub - contractors should comply with all laws, regulations, guidelines, including Shops & Establishment Acts, Contract Labour, etc.

## **29. Bank's Right to Accept Any Bid and to Reject Any or All Bids:**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

## **30. Reference Sites**

As part of evaluation process of technical bids, the Bank may inspect the bidder's processing and Web Tracking facilities. The bidder will facilitate inspection of sites selected by the Bank. The costs incurred by the evaluation team representing the Bank for site visits will be borne by the Bank. The Bank may, at its sole discretion, engage technical consultants for the purpose.

## **31. Documentary Evidence Establishing Bidder's Eligibility and Qualifications:**

On acceptance of the Bid by the Bank, the Bidder needs to submit the undertaking of authenticity on the lines of **Annexure-16** along with documentary evidence of their eligibility/qualifications to perform the Contract to the Bank's satisfaction:

- i. that in case of a Bidder offering to supply products and/or services mentioned in the scope of work, the Bidders need to provide the evidence that Bidder has been duly authorized by the OEM strictly on the lines of authorization letter **Annexure-14**.

- ii. that adequate, specialized expertise are available with the Bidder to ensure that the services are responsive and the Bidder will assume total responsibility for the fault-free operation of the product proposed and maintenance thereof during the support (warranty/annual maintenance contract, if desired) period.

### **32. Performance Bank Guarantee:**

- i. Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at **Annexure-18** is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The PBG is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of PBG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

### **33. Country of Origin / Eligibility of Goods & Services:**

- i. All equipment and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.
- ii. For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

### **34. Services:**

- i. All professional services necessary to successfully implement the proposed '**product/ solution/ services**' will be part of the RFP/contract. These services include, but are not limited to, Procuring, Processing and Personalisation of Cards, etc.

- ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- iii. Bidder should ensure that vendor's key personnel with relevant skill-sets are available to the Bank.
- iv. Bidder should ensure that the quality of methodologies for delivering the products and services, adhere to quality standards/timelines stipulated therefor.
- v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- vi. Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS) as and when released by the Vendor/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
- vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the OS/firmware/Middleware etc. in case the Bank chooses not to upgrade to latest version.
- viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- ix. All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and AMC/ ATS/ S&S period.
- x. Successful Bidder shall provide necessary software to enable the present Debit Card Printing Kiosks(DCPK) installed in SBI INTOUCH Branches, to process their cards for debit card printing.
- xi. Bidder shall provide legally valid firmware/software solution. The detailed information on license count and type of license should also be provided to the Bank.
- xii. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ ATS/ S&S.

### **35. Compliance with IS Security Policy:**

The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- i. Responsibilities for data and application privacy and confidentiality
- ii. Responsibilities on system and software access control and administration
- iii. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- iv. Physical Security of the facilities
- v. Physical and logical separation from other customers of the Vendor
- vi. Incident response and reporting procedures
- vii. Password Policy of the Bank
- viii. Data Encryption/Protection requirements of the Bank.
- ix. In general, confidentiality, integrity and availability must be ensured.
- x. Data purging to be undertaken periodically and 'Data Purging Certificate' should be provided to the Bank as per Bank's requirements.
- xi. Bank's authorized officials/representatives will make surprise visits as per their requirement for better monitoring and control.
- xii. The vendors should maintain at least 90 days recording of the CCTV footage of their actions for verification by Bank or its authorized representatives.

### **36. Penalty/SLA conditions:**

As mentioned in **Annexure-8** of this RFP.

### **37. Right to Verification:**

The Bank reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

### **38. Right to Audit:**

- i. The Selected Bidder (Service Provider) has to get itself audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, at the bank's discretion, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider are required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents/sub – contractors shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created

by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

### **39. Subcontracting:**

- i. As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.
- ii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

### **40. Insurance:**

- i. Bidder shall ensure proper insurance of the product and its delivery for the entire Contract period.
- ii. Should any loss or damage occur, the Vendor shall:
  - a) initiate and pursue claim till settlement and

- b) Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

#### **41. Validity of Agreement:**

The Agreement/ SLA will be valid for the period of three years from the date of agreement (Contract period). The Bank reserves the right to terminate the Agreement as per the terms of RFP. The Bank reserved the right to extend the agreement.

#### **42. Limitation of liability:**

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total contract value. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- ii. The limitations set forth herein shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to IPR infringement,
  - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

#### **43. Confidentiality:**

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and

shall not be disclosed to any third party/published without the written approval of the Bank.

- ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

#### **44. Delay in the Vendor's Performance:**

- i. Delivery of the Products/Solution and performance of Services shall be made by the Vendor within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by the supplier may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).

#### **45. Vendor's obligations:**

- a) The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- b) The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.



- c) The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- d) The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- e) The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- f) Vendor shall provide necessary training from the OEM to the designated personnel on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.
- g) The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure - 15** of this document.

#### **46. Technical Documentation:**

- i. The Vendor shall deliver the following documents to the Bank for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, online tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.
- iii. The Vendor should also provide the MIS reports as per requirements of the Bank as detailed in **Annexure – 7**. Any level/ version changes and/or clarification or corrections or modifications in the abovementioned documentation should be supplied by the Vendor to the Bank, free of cost

in timely manner. The vendor shall develop customized documentation as per Bank's requirement, if desired by the Bank.

#### **47. Patent Rights/Intellectual Property Rights:**

- i. For any licensed software/firmware used by the finally selected L1 Vendor for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.
- iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.
- iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- v. The Bank will own all intellectual property rights to all design, software and/or systems created specifically for implementation at the Bank under this contract. The bidder shall fully protect/indemnify the Bank from all legal actions, claims or damages from third parties arising out of use of software, designs or processes used by the bidder.

#### **48. Liquidated Damages:**

If the Vendor fails to deliver any or all of the products or perform the services within the stipulated time schedule, as specified in the Contract, as desired in this RFP/ Contract, the Bank may, without prejudice to its other remedies

under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned **at Part II (Schedule of Events, SI No 17)**. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

#### **49. Conflict of Interest:**

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
  - (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

- (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

## **50. Fraud & Corrupt Practices:**

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices in the bidding process.
- ii. Without prejudice to the rights of the Bank under Clause 48(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank

to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

iii. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
- (b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process
- (c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;
- (d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
- (e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of

restricting or manipulating a full and fair competition in the Bidding Process.

## **51. Termination for Default:**

- i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:
  - a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
  - b. If the vendor fails to perform any other obligation(s) under the contract; or
  - c. Laxity in adherence to standards laid down by the Bank; or
  - d. Discrepancies/deviations in the agreed processes and/or products; or
  - e. Violations of terms and conditions stipulated in this RFP.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

## **52. Force Majeure:**

- a) Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that

the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- b) For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- c) If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) If the performance in whole or part by the successful bidder or any obligation under the contract is prevented or delayed by 'Force Majeure' condition for a period exceeding 30 days, the Bank may at its option terminate the contract by notice in writing.

### **53 Termination for Insolvency:**

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

### **54. Termination for Convenience:**

The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

### **55. Disputes/ Arbitration [applicable in case of successful Bidder only]:**

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

## **56. Governing Language:**

The governing language shall be English.

## **57. Applicable Law:**

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

## **58. Taxes and Duties:**

- a. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies/GST/ but inclusive of Custom duty, corporate tax and income tax as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties/GST and



statutory levies such as Custom duty, etc. should be specified in the separate sheet **(Annexure-13)**.

- c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure-13** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure-13** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Annexure-13**
- d. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- e. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- f. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

## **59. Tax deduction at Source:**

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- ii. The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor

shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

## **60. Tender Fee:**

The same should be furnished by the Bidders in the form of Demand Draft/ Bankers' Cheque as mentioned in part II. It should be enclosed with Technical Bid. The Bids without tender fee will not be considered valid.

## **61. Notices:**

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax/Email and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

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## **Part-II**

### **SCHEDULE OF EVENTS**

<b>SI No</b>	<b>Particulars</b>	<b>Remarks</b>
1	Contact details of issuing department	SUJAY KUMAR YADAV Dy. General Manager (CFPT-Cards), 022-22741210 dgm.nbps2@sbi.co.in Copy to : agm.debitcards@sbi.co.in;
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website <a href="https://www.sbi.co.in/procurement-news">https://www.sbi.co.in/procurement-news</a> From 11.00 am 29.05.2018 To 01.00 pm 28.06.2018
3	Last date for requesting clarification	Up to 04.00 pm on 07.06.2018 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail
4	Pre - Bid Meeting at (venue)	At 11 am on 11.06.2018 at 10 <sup>th</sup> Floor, State Bank Bhavan, Corporate Centre, Nariman Point, Mumbai 400 021.
5	Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.	On 19.06.2018
6	Last date and time for Bid submission	Up to 01.00 pm on 28.06.2018
7	Address for submission of Bids	The Deputy General Manager (CFPT-Cards), State Bank of India, New Business Department, 12 <sup>th</sup> Floor, Corporate Centre, State Bank Bhavan, Nariman Point, Mumbai 400 021.
8	Date and Time of opening of Technical Bids	04.00 pm on 28.06.2018 Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.
9	Bid Money	Amount Rs.1,00,000/- Non-refundable by means of a DD or Bankers' cheque payable at Mumbai in favour of State Bank of India

10	Earnest Money Deposit	<b>Rs.10 Lakhs</b>	Validity period 6 months from the date of Bid opening
11	Performance Bank Guarantee (As per the ratio of allotment of order of 50:30:20)	<b>Total - Rs.250 Lakhs</b> <b>Vendor 1 – Rs.125 Lakhs</b> <b>Vendor 2 – Rs. 75 Lakhs</b> <b>Vendor 3 – Rs. 50 Lakhs</b>	
			Validity period to cover the entire contract period plus 3 months additional claim period
12	Price validity from the date of price discovery	180 days	
13	Contact details of agency appointed for conducting Reverse Auction	Will be communicated to technically qualified bidders	
14	Delivery schedule	Within 8 weeks from issue of Order	
15	Terms of payment	All valid Bills payable monthly in arrears within 4 weeks from date of receipt of Bill	
16	Delivery locations	Across India	
17	Liquidated damages	Liquidated damages will be a sum equivalent to 1 % per week for the order value / Contract Price subject to maximum deduction of 10 % of the Contract Price for delay of each week or part thereof.	
18	Transition Penalty	Rs. 50,00,000/-	

## **Annexure-1**

### **SCOPE OF WORK**

State Bank India, hereafter referred as the SBI, is India's largest Bank in terms of profit, assets, deposits and employees. The SBI has the branch network of more than 22500 Branches with over 58000 ATMs in the country and 380 million Debit Card customers. SBI is the leading Debit Card issuer in India issuing on an average about 3.5 million PIN/ PPK based cards per month on VISA, MCI and Rupay platforms along with proprietary ATM Cards including photo cards and chip based combo cards. SBI is also issuing EMV compliant Dual Interface PayWave and PayPass NFC Cards on VISA and MCI platforms. In view of the large customer base of the SBI and importance of quality of customer service in the Debit Card related areas, we propose to have a panel of vendors capable of rendering the desired services. At any point of time, SBI may call upon any of these vendors to take up jobs at a short notice.

This Request for Proposal (RFP) is being issued by "The Bank" inviting proposals (Technical and Commercial) for Procuring, Processing of Card and PIN/PPKs, and Personalization (embossing/indenting) of Debit Cards, Smart Cards, printing of PIN/PPK mailers and Collaterals for SBI and dispatch thereof. The projections for the next 3 financial years are as under:

#### **REGULAR CARDS:**

(Numbers in crores)

<b>PROJECTION</b>	<b>EMV CONTACT</b>	<b>EMV CONTACT + CONTACTLESS</b>	<b>TOTAL</b>
FY 2018-19	6.50	1.50	8.00
FY 2019-20	1.50	1.50	3.00
FY 2020-21	0.50	2.50	3.00
TOTAL	8.50	5.50	14.00

***These are projections only and are in no way a commitment from the Bank. Shift in volumes between EMV Contact & EMV Contact + Contactless is possible due to changes in various guidelines.***

**Note:** Apart from normal upward and downward variations of 25% in projected quantities as indicated above, there may also be occasions of heavy variations during the contract

period, both upward and downward for short or prolonged period. Vendors should be ready to accept such challenges. They should have spare capacities available or should be able to create such capacities in a reasonable time to the satisfaction of the bank for meeting upward surge in volumes. There may be various reasons for heavy upward surge in volumes for e.g. launch of some new scheme by the Government of India necessitating new debit card issuance, direction by the regulator necessitating re-carding of existing magnetic stripe card and huge number of cards falling due for renewal during a particular period etc. Similarly, there may also be reduction in card volumes due to customer's choice shifting towards mobile banking and other platforms or due to some other reason.

## **OVERVIEW OF REQUIREMENTS**

### **SPECIFICATIONS OF SERVICES**

#### **A. ACTIVITIES:**

**For providing an end-to-end solution the Bidder will have to undertake the following activities.**

- i. Facilitating in obtaining approval of design and product from MasterCard/VISA/RuPay.
- ii. Quality Control checks:
  - a. File level checks: Name Convention, duplicate file, File format, mandatory Field check.
  - b. Record level check: Proper pin code, Account transfer/received cases and D-dup check, address check and other related checks as specified by bank from time to time.

SBI is developing QC functionality internally and may shift this function internally in future.

- iii. Card personalization of all types, e.g. Un-embossed, Embossed, Photo, EMV Chip and Dual Interface NFC Cards etc.
- iv. Printing of collaterals viz, card-carrier, users' manual, pouch, card-envelope **(detailed in ANNEXURE 3)** or any other related matter.
- v. Printing of PIN/ PPK stationeries, generation and printing of PINs, inclusive of duplicate (re-generated) PIN, when required. Bidders should be able to support HSM based PIN/ PPK printing, Vendor to ensure that only one envelop per branch per day for PINs/Re-PINs should be there. Bank may

think of changes in existing PIN/ PPK printing processes including printing of PINs/ PPKs at vendor's secured location as per PCI DSS norms.

- vi. Dispatch arrangements of Cards and PIN/PPKs (postal/courier charges to be borne by the Bank. Vendor to submit State wise/Circle wise dispatch details along with Monthly bills to be submitted to respective Local Head Offices of Circles/ Foreign Offices for reimbursement).
- vii. Data storage, sensitive data to be deleted immediately after processing, other details like dispatch details and other instructions to be kept for contract period + 3 years.
- viii. Up-Loading the data through FTP/SFTP at our data centre for the use of our contact centre on the lines of Proforma to be provided by Bank.
- ix. MIS on a regular basis, as per Bank's requirement from time to time to monitoring Department of bank.
- x. Query-resolution to Branches / Local Head Offices / Corporate Centre /Foreign Offices through telephone/email. Queries will normally be for status of Card and PIN/PPK issuance/dispatch and delivery. Helpdesk from 10 am to 6 pm 365 days except national holidays must be ensured to handle the queries.
- xi. Copy of Delivery Challans for card/PIN/PPK and re-PIN/PPK dispatches to be provided by the vendor as per Bank's requirement.
- xii. Vendors have to provide dispatch files along with RTO daily as dispatch file is the source file for updating card count portal. TAT 24 hrs. Penalty will be same as per page 62. Web-tracking facility for status of card to customers/branches/Local Head Offices/Corporate Centre with different level access rights to branches, LHOs/Corporate Centre. Vendor may be required to replicate data on Server at GITC which may also be used for QC by the vendor. SBI may introduce a new RTO process in future.
- xiii. Turnaround time shall be 24 hours (excluding India Post holidays) from receipt of embo file to delivery to Speed Post/Courier(s) for Non-Personalized Welcome Kit Cards and 48 hours for other cards. Cut-off time of the day for the purpose of TAT will be 1700 Hrs. Vendor should be able

to make arrangement for issuance and dispatch of priority cards within 12 hours of the receipt of embo file.

- xiv. The TAT for PINs/ PPKs too will be 24 or 48 hours (inclusive of Sunday and holidays) from the date of receipt of embo file to delivery to DOP/Courier(s) as applicable for cards.
- xv. The selected Bidder(s) should have or be able to develop the system as per the SBI's requirement and put it in place so as to start production within 8 weeks of the receipt of order for the Debit Cards from SBI.
- xvi. Costs of software/modifications for existing as well as new cards introduced by SBI in future based on the new products launched by SBI from time to time, connectivity etc. will be borne by the finally selected Bidder.
- xvii. While plastic testing, CPV or any other certification cost for all schemes to be borne by vendor.
- xviii. The vendor should track the movement of consignment till delivery.
- xix. SBI may examine feasibility of change in existing RTO process in which card is returned to the vendor if un-delivered for onward dispatch to the concerned Branch. In the changed process vendors may be asked to implement process of dual addresses on the envelope.
- xx. Suitable penalty will be levied for:
  - a) Delay in transmission of input files post QC, per card per day.
  - b) Delay in personalization and handing over the same to Speed Post or Courier, per card per day.
  - c) Non-adherence to QC, per card.
  - d) Delay in uploading of data for Contact Centre/non-updating in Web tracking tools, per day.
  - e) Uploading of incorrect data.
  - f) Wrong dispatch of Cards and PIN/PPKs per instrument.
  - g) Delay in RTO cards re-dispatch.
  - h) Delay in Re-PIN/ PPK dispatch.
  - i) Delay in making changes as required by SBI in QC and other areas per day.
  - j) Wrong processing, re-processing of Data submitted by Bank.



Penalty structure shall be defined in SLAs with selected card vendors. Basic penalties with quantum thereof are given **Annexure -8**.

**xxi. CONNECTIVITY –**

- a. Finally selected bidder for card/PIN/PPK processing would be required to connect to the Central Data Centre at Mumbai or Local Head Offices/Branches/other offices as the case may be for sending/receiving customer data/embossa and PIN/PPK data from branches and ATM Switch Centre.
- b. The mode of connectivity can be lease line/MPLS with adequate capacity (minimum 2mbps). Backup line should also be provided which should be a dedicated line with a different network provider.
- c. Vendor's local network interfacing with SBI Connect network should have firewall with rule-base configured as per Bank's IT security policy.

The interface with SBI Connect network shall not be used to connect any other third party and be dedicated only to sending/receiving data related to card/PIN/PPK processing for SBI only.

xxii. Selected vendors must station a representative permanently at GITC as per Bank's working days for vendor specific help desk related activities and co-ordination with concerned departments of GITC. Representatives should handle complaints and clarifications related to non-delivery/dispatch status of cards under supervision of Complaints Management Department. Infrastructural support for this shall be provided by SBI.

xxiii. Vendor to submit monthly certificate for compliance as per RFP/SLA.

xxiv. Vendor to maintain 45 days inventory of plastic stock at vendor's end.

xxv. Vendor to coordinate with LCPC and its security printers for welcome kit preparation.

**B. SECURITY REQUIREMENTS:**

- i. Segmentation of Card embossing and PIN/PPK printing facilities to separate user segment. They should not be on the same user segment of the LAN/ WAN. Each process should be in separate premises.

- ii. Hardening of (restricted exclusively to the card/PIN/PPK related activities of Bank) Servers, Desktops and other devices used for the facility as per the Secure Configuration Document as per Bank's policy. The Secure Configuration Document will be shared with the Bidder finally selected.
- iii. PIN/ PPK and the related data should always remain encrypted during storage and transmission and should be deleted after printing.
- iv. Keys for encryption should be securely kept and procedures outlined in Bank's cryptographic policy should be followed. Bank's encryption policy will be shared only with the finally selected Bidder.
- v. Segregation of duties should be implemented for various activities e.g. card entry and card embossing, PIN/PPK printing and PIN/PPK dispatch etc.
- vi. Strict physical segregation and control for movement of portable disks like floppies, CDs, flash drive, etc. inside the area identified for card embossing and PIN/PPK printing
- vii. Secure storage of back up media viz. access control, protection from fire and magnetic field etc.
- viii. Physical access restriction to ensure that persons connected with the work are only allowed access to the printing and embossing areas, as applicable
- ix. Background check for the personnel engaged in the activities as per our personnel security policy
- x. Non-disclosure agreement, indemnity from the vendor
- xi. Employee undertaking to treat the information confidential and abide by Bank's IT Policy and IS security policy
- xii. The finally selected Bidders will be responsible for the safety, security and confidentiality of data.

## ANNEXURE - 2

### **OTHER STIPULATIONS**

#### **1. Penalty for Delay**

For any delay beyond 6 weeks after the date of confirmed order from the Bank, a penalty will be charged on per day basis (from the 1st day of the 7th week from the date of order). The amount of penalty will be calculated @ 5% of the value of order for each day's cards multiplied by the number of days' delay subject to a maximum of Rs 50,000/ (Rupees Fifty thousand only) for each day's delay.

#### **2. Liquidated Damages**

If the finally selected bidder/s fails in providing the Products / Software/Services, as per the terms and requirements specified in this RFP, the Bank will charge liquidated damages at **1%** of order value per week or part thereof, subject to a maximum of **10%** of value of the order/s therefor. Value of the orders will be calculated based on the volume of cards intended to be issued from the date of issuing the purchase order therefor. These liquidated damages are apart from and in addition to other applicable penalties. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

#### **3. Pricing**

The price quoted must be in Indian Rupees, exclusive of all taxes, levies etc. wherever applicable. Taxes will be paid by the Bank on actual basis.

#### **4. Payment Schedule**

The bills raised by the selected bidders(s) will be verified and paid by designated offices of the Bank. No advance payments will be made. Payments for cards and allied Products/Software/ Services will be made on monthly basis in arrears after tax deduction at source. Vendors shall also make payment of the Bills for dispatch of Cards and PIN/PPK Mailers to respective Courier as per their payment terms and submit bills to Local Head Offices /Foreign Offices of the Bank to claim reimbursement. Any penalty imposed by Courier Agencies like India Post for not following their terms or otherwise shall be borne by the vendors.

Local Head Offices / Foreign Offices of the Bank will make payment of the bills within a reasonable time of 1 month from the date of receipt of bills at their end. The Bank

will ensure that there should not be any delay beyond 1 month in payment of vendor's bills submitted to its LHOs/FOs.

## **5. Order Cancellation**

The Bank reserves its right to cancel the entire /unexecuted part of the Purchase Order at any time by assigning appropriate reasons of purchase order in the event of one or more of the following conditions:

1. Delay in delivery beyond the specified period for delivery.
2. Serious discrepancies in the personalized cards.
3. Damaged stock of plastic cards
4. Any other reason

In addition to the cancellation of purchase order, the Bank reserves the right to foreclose the Performance Bank Guarantee given by the successful bidder and/ or recover from the payment to appropriate the damages.

## **6. Grafts and Commissions**

Any graft, commission, gift or advance given, promised or offered by or on behalf of the bidder/ successful bidder or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with Bank/SBI, shall, in addition to any criminal liability which may it incur, subject the bidder/ successful bidder to the cancellation of this and all other contracts and also to payment of any loss or damage to Bank/SBI resulting from any cancellation. Bank/SBI shall then be entitled to deduct the amounts so payable from any moneys otherwise due to the successful bidder under the contract.

## **7. Extension of Time for Delays by the Bank**

If in the opinion of the Bank the work/services are delayed by force majeure or in case of any strike, the successful bidder shall, as soon as possible, give written notice thereof to the Bank but the successful bidder shall nevertheless constantly endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank to proceed with the work.

The decision of the Bank authorized representative shall be final in this regard, and the Bank shall not be liable for any extra financial commitments on this account.

## **8. Suspension of Work**

Bank / SBG reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. Bank / SBG will issue orders for suspension or reinstatement of the work to the successful bidder in writing.

## **9. Defense of Suits**

If any action in court is brought against the Bank for the failure, omission or neglect on the part of the finally selected bidders to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the finally selected bidders, his agents, representatives or his Agents / sub-contractor, or in connection with any claim based on lawful demands, of Agents / sub-contractors, workmen, suppliers or employees, the finally selected bidders shall in all such cases indemnify and keep Bank and Bank's representatives harmless from all losses, damages, expenses or decrees arising out of such action.

The Bank shall have full power and right at its discretion to defend or compromise any suitor pay claim or demand brought or made against it as aforesaid whether pending or threatened, as it may consider necessary or desirable and shall be entitled to recover from the finally selected bidders all sums of money including the amount of damages and compensation and all legal costs, charges and expenses in connection with any compromise or award which shall not be called into question by the finally selected bidder and shall be final and binding upon him/them.

## ANNEXURE - 3

### **DETAILS OF CARD SPECIFICATIONS AND COLLATERALS**

The **Contact Cards** should have the following specifications.

- a. 16K DDA Java with Chip Gold Compliant to ISO/IEC 7816 standards.
- b. Physical Card ID1 format.
- c. PVC Material with 800 micron thickness with maximum variation of 5%.
- d. Microprocessor based IC Card Minimum 16KB EEPROM/FLASH or higher.
- e. Minimum 8 bit CPU.
- f. RAM minimum 16 KB.
- g. Secure Hardware Crypto Coprocessor.
- h. RSA/ECC, 3DES (with 2 unique keys)/ 3TDES, AES (AES can be in software or hardware. Hardware preferred).
- i. Common Criteria (EAL) should be EAL5+ (hardware).
- j. Memory secure encryption for RAM. ROM and EEPROM.
- k. Counter Measures against side channel attacks (SPA & DPA).
- l. Write Endurance should be 300000 cycles or higher.
- m. Data Retention period should be greater than 10 years.
- n. Unique ID for each chip.
- o. OS should be hard masked on ROM or FLASH.
- p. OS should be Java 2.2.x or higher / MULTOS 4.3 or higher.
- q. Global Platform 2.1.x or higher version / MULTOS 4.3 or higher.
- r. EMV Authentications Methods Supported – DDA.
- s. Support for EMV financial applications using Chip and PIN.
- t. Validity of the chip shall be 10 years or more as on the date of supply.
- u. VISA VSDC2.8.x or higher.
- v. MasterCard – M/Chip4 or higher.
- w. Magnetic Stripe : HICO 2750 Oersted. ISO standards for Encoding, location of Track 1, 2 & 3.
- x. Free User memory : 8K FLASH.

## **Contactless Cards**

- a. ISO 14443 Standard compliant.
- b. Protocols supported : Contactless Type A, Type B, Mifare Desfire EV1.
- c. Chip security standards compliant.
- d. Java / MULTOS Card standards compliant.
- e. Global Platform 2.1.x or higher version / MULTOS 4.3 or higher.
- f. OS should be Java 2.2.x or higher / MULTOS 4.3 or higher.
- g. Finger print Match on card.
- h. Communication Protocol: T=0, T=1, CL Type A, CL Type B.
- i. PKI/Digital Signature.
- j. Minimum 18 bit CPU.
- k. Secure Hardware Crypto Coprocessor.
- l. Security module on a coprocessor for RSA/ECC, 3DES (with 2 unique keys)/ 3KDES, AES (AES can be in software or hardware. Hardware preferred).
- m. Memory 16K or higher.
- n. Write Endurance : Minimum 300000 cycles.
- o. Data Retention : > 10 years.
- p. Operating Distance : Up to 100 mm.
- q. Frequency : 13.56 MHz.
- r. Support for EMV financial applications.
- s. Multi application loading capability.
- t. Random UID.
- u. Secure Channel Protocol.
- v. Bit-wise anti collision.
- w. 7 Bytes unique identifier, cascaded.
- x. Data encryption on RF Channel.
- y. Authentication on application level.
- z. Self-securing file system.
- aa. Transaction oriented automatic anti-tear mechanism.

## **NFC TAGS/CONTACTLESS WEARABLES:**

- a. NFC Tags/Contactless Wearables should be compatible with payment and multi-applications.
- b. NFC Tags/Contactless Wearables should be compliant to ISO 14443 standards.
- c. NFC Tags/Contactless Wearables should be certified with Paywave (VISA), PayPass (MasterCard).
- d. Reading distance according to EMV Co contactless requirements.
- e. Stickers
  - Small Form Factor with size of 48x25 mm centered on ID1 card support
  - Efficient adhesive
  - Should be compatible with all major handsets.
- f. Keyrings/Wristbands
- g. 27x23mm FOB Form Factor on ID Card support.

## **COLLATERALS BILINGUAL WITH FOUR COLOUR PRINTING**

<b>Sl No</b>	<b>Particulars</b>	<b>Card</b>	<b>Platinum and higher variants</b>
1.	Card Carrier / Welcome letter	Length 29 cms (A4) Breadth 21 cms Paper GSM 90 GSM	Size – 8.25" x 11.75" Paper – 120 GSM Super Printing Paper Printing - 4 colour
2.	Card Pouch	Length 9 cms Breadth 6 cms Paper GSM: 130 GSM Outside Laminated, non-tearable, water resistant	Length 9 cms Breadth 6 cms Paper GSM: 130 GSM Outside Laminated, non-tearable, water resistant.
3.	Welcome kit Envelope	Length 23 cms Breadth 11.5 cms Paper GSM: 90 GSM Outside Laminated	Size – 8.70" x 4.70" Paper – 300 GSM SBS Board Printing - 4 colour Fabrication - Lamination, die cutting and pasting



4.	Brochure (manual) / Welcome booklet	Length 21 cms (28 pages including cover, printed both side) Breadth 8.5 cms Paper GSM: Cover- 130GSM/ Coated Text-90Gsm/ Coated	Size – 8.5" x 4.5" (Closed). Paper – 300 GSM Magno Star Gloss for cover and 170GSM Magno Star Gloss for inside. Printing – 5 colour with online aqueous coating. Fabrication – Lamination on cover and center PIN/ PPK binding.
5.	PIN/PPK MAILERS	Length 24.3 cms. Breadth 9.4 cms. Paper GSM: 70 GSM upper layer and 80 GSM lower.	
6.	WINDOW PIN/PPK ENVELOPES	Size 28 cmX 12.7 cm Paper GSM: 90 GSM/ Butter Paper. Printed & laminated Envelope (130 GSM) for PIN/PPK Dispatch in bulk, to branches.	

**OTHER PACKING MATERIAL – (For Bulk dispatch of Cards & PIN/PPKs to LCPCs)**

Printed & laminated Envelope (110 GSM) for RTO card Dispatch.

Colour tapes (48mm & 45 Micron) for location identification.

Sticker labels (Paper & Thermal).

Corrugated Boxes with printing for different Kits 140 GSM & (5 & 7 Ply).

Plastic Envelops- A4 size envelopes (untreatable).

Length 34.2 cms.

Width 25.5 cms.

Below punch edge 1.3 cm.

Specifications for collaterals as above are not applicable for special design EMV Chip cards having special design superior quality collateral. Sample collaterals of these cards may be seen at our GITC, Belapur Office.

## ANNEXURE - 4

### **Business Rules and Bidding Process instructions for Reverse Auction**

The bidder is required to submit the indicative price excluding taxes (item-wise taxes to be shown separately) in a separate sealed cover along with the technical bid. Any bidder whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price. For the purpose of arriving at Start Bid price the Bank may take into cognizance the indicative rates offered by the Technically Qualified bidders in which process the bidders will not be involved. There would, however, be no compulsion on the part of the Bank to accept the indicative prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process/ methodology to determine the same without having to disclose the basis to the bidders.

A reverse auction event will be carried out by M/s e-Procurement Technologies Ltd. (ETL) or any other such agency among the technically qualified bidders to provide opportunity to them to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in the reverse auction process will be identified.

At the end of the auction, all bidders participating in the auction should submit a hard copy of their last bid price with proper break-up for the individual activity to SBI.

#### **Reverse Auction Event Information**

The short-listed bidders after the technical evaluation stage will participate in the reverse auction conducted by M/s e-Procurement Technologies Ltd.

Date for Reverse Auction training: Will be scheduled 1-2 days in advance of the live auction date.

Date and time of reverse auction: will be announced after opening & evaluation of the technical bids

#### **Terms & Conditions of Reverse Auction**

##### **a) TRAINING:**

M/s e-Procurement Technologies Ltd. will provide training to the technically qualified bidders on the bidding process. The bidders have to participate in the training at their own cost.

##### **b) LOG IN NAME & PASSWORD:**

Each technically qualified bidder will be assigned a Unique User Name & Password by e-Procurement Technologies Ltd. The Bidders are requested to change the

Password and edit the information in the Registration Page after the receipt of initial Password. All bids made from the Login-ID provided to the bidder will be deemed to have been made by the bidder.

**c) BIDS PLACED BY BIDDER:**

The bid of the bidder will be treated as offer price to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the materials/equipment as mentioned above at the price that they bid.

**d) LOWEST BID OF A BIDDER:**

In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer price to sell.

**e) AUCTION TYPE:**

Standard English Reverse Auction (No Ties). The standard English price format will be used for reverse auction. In this format the bidders will be able to view the current lowest price on the portal but they cannot view who has bid the same.

**f) VISIBILITY TO BIDDER:**

The bidder shall be able to view the followings on his screen along with the necessary fields:

- Lowest Bid in the Auction
- Bid (s) placed by himself i.e. his own bid(s)

**g) MASKED NAMES:**

The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, ETL shall submit the Report to SBI with the original names displayed.

**h) OTHER TERMS & CONDITIONS:**

- The Bidder/any of his representatives shall not involve themselves in Price manipulation of any kind directly or indirectly by communicating with other bidders or by any other means.
- The bidder shall not divulge the details of either his own bids or any other exclusive details of SBI to any other party.
- SBI's decision on award of Contract shall be final and binding on all the bidders.
- SBI can decide to extend, reschedule or cancel any auction **without assigning any reason**. Any changes made by SBI after the first posting will have to be accepted if the bidder continues to access the site after that time.

- SBI and ETL shall not have any liability to bidders for any interruption or delay in accessing the site irrespective of the cause.

- SBI and ETL India are not responsible for any damages including damages that result from but are not limited to negligence. ETL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

*N. B. All the bidders are required to submit the reverse auction process compliance form after the training program duly signed to ETL and a copy thereof to SBI. After the receipt of the compliance form, log in ID & password shall be allotted to the technically qualified bidders. The business rules as stated above may be changed/modified and communicated to the participating bidders if the need arise. Bank reserves the right to change and advise to prospective bidders such changes before start of e-auction.*

## ANNEXURE- 5

### **Pre-Bid Query Format**

(To be provided strictly in Excel format)

<b>Sl. No</b>	<b>RFP Page No</b>	<b>RFP Clause No.</b>	<b>Existing Clause</b>	<b>Query/Suggestions</b>

## ANNEXURE - 6

### **Format for Bank(s) references**

1. Name of Bank
2. Quantity of cards supplied in the last financial year and in 1st quarter of current FY separately.
3. Type of cards e.g. PIN based, signature based, photo cards, EMV Chip Cards, Dual Interface Cards etc. along with respective quantities of each type of cards.
4. For how long cards being supplied by bidder
5. Comments of the Bank

## **ANNEXURE – 7**

### **MIS REQUIREMENTS**

1. Daily PIN/ PPK dispatch details updated on tracking system.
2. PDF and CSV file daily sent.
3. Daily SBI and associate new branches details updated from interface mail received.
4. Daily old backlog data report with action taken.
5. Daily rePIN/ PPK and reprint is done from EDCMS
6. Daily report on rejected file advised to concerned branches, AGM ATM and branches address updated.
7. Hold data report with reasons
8. Daily Data received from EDCMS team processed and if any gaps are there advised to concerned team.
9. Daily Report on pending communications and telecom, complains received by helpdesk.
10. Daily Report on all VIP card request processed and dispatched/delivered to ASC/customer address
11. SMS file sent (Daily)
12. Daily Card, PIN/PPK and re-PIN/PPK dispatch report
13. Daily RTO dispatch report to Branches/LHO. Data to be shared with AGM ATM their monitoring.

Periodicity of all above reports is Daily.

MIS requirements as stated above may vary and may be modified during the course of contact period as per requirements of the bank. Finally selected bidders shall not be entitled for any remuneration for fulfilling such new requirements.

**Penalties & SLA terms**

Penalty structure shall be defined in SLAs with selected card vendors. Basic penalties with quantum thereof are given below:

**NON-ADHERENCE TO TAT**

**Delay in transmission of application upload file post QC**

For welcome kit file: >04 hours (from receipt of Core file) @ Rs.1000/- per hour per Core file (CWddmmyy and CBddmmyy.ncf)

For non welcome kit file: >06 hours (from receipt of Core file) @ Rs.1000/- per hour per Core file (e.g. CBddmmyy, etc.)

**Delay in personalization after receipt of embossa file and handing over the same to speed-Post/Courier**

**PERSONALISED CARDS**

> 24 hours @ Rs.1.00 per card per day after completion of TAT

> 48 hours @ Rs.2.00 per card per day after completion of TAT

**NON PERSONALISED CARDS**

> 48 hours @ Rs.1.00 per card per day after completion of TAT

> 72 hours @ Rs.2.00 per card per day after completion of TAT

**RENEWAL /BULK UPLOAD CARDS**

> 168 hours @ Rs.1.00 per card per day after completion of TAT

> 192 hours @ Rs.2.00 per card per day after completion of TAT

2x Penalty will be levied in case of premium cards viz Platinum, Signature, etc.

**PINs/PPKs**

> 48 hours @ Rs.1.00 per card per day after completion of TAT

> 72 hours @ Rs.2.00 per card per day after completion of TAT

**Non adherence to QC/Wrong QC @ Rs.250 per record.**

For calculation of delays the uploading time at IP addresses of server(s) at SBI will be taken as final.

Non-uploading data/uploading erroneous data for Contact Centre/non-updating data in web tracking tools / dispatch file upload for debit cards beyond 24 hours Rs.25,000/- per day (the cut off time is next day 10 am, cards dispatched on 1<sup>st</sup> should be shared with Bank by 12 pm of 2<sup>nd</sup> ).

Delay in RTO card re-dispatch and Re-PIN/ PPK dispatch beyond stipulated period @ Rs.10/- per day/Card/PIN/PPK after the day of receipt from courier/speed post.

Delay in making changes as required by the Bank in QC and other areas beyond stipulated time @ Rs.1,000/- per day.

Wrong processing, re-processing of Data @ Rs.2,000/- per card/PIN/PPK.

Wrong dispatch of Card PIN/PPK @ Rs.25,000/- per card/PIN/PPK.

However, Bank at its discretion, may waive the penalty in cases where Bank is satisfied that the reasons were beyond the control of Vendor.

Non adherence to RFP procedures/deficiency in services, e.g if cards dispatched without collateral, etc., exemplary penalty @ 10% of monthly billing will be charged.

Any financial loss to the Bank on account of vendor's mistake or non adherence to the procedures will be borne by the vendor.

### **Penalty for Delay**

For any delay beyond 6 weeks after the date of confirmed order from the Bank, a penalty will be charged on per day basis (from the 1<sup>st</sup> day of the 7<sup>th</sup> week from the date of order). The amount of penalty will be calculated @ 5% of the value of order for each day's cards multiplied by the number of days' delay subject to a maximum of Rs.50,000/- (Rupees Fifty thousand) for each day's delay.



## ANNEXURE-9

### **BID FORM (TECHNICAL BID)**

[On Company's letter head]  
(to be included in Technical Bid Envelope)

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

To:

Dy. General Manager (CFPT-Cards),  
New Business Department,  
State Bank of India, Corporate Centre,  
12th Floor, State Bank Bhavan, Madam Cama Road,  
Mumbai - 400021

Dear Sir,

**Ref: NB/PS/SN/RFP/2018-19/001 Dated : 29.05.2018**

~~~~~

We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to extend Procuring, Processing and Personalisation of Debit Cards as detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- The rates quoted by us in the commercial bid, cover all the Debit Card related activities as defined in the RFP and subsequent pre-bid clarifications/ modifications / revisions furnished by the Bank in writing, without any exception.

- We agree that the rates / quotes, terms and conditions furnished in this bid will also be applicable to the services/products supplied to Subsidiaries /Regional Rural Banks sponsored by SBI, etc. in the State Bank Group.
  - We agree to the splitting of order in the proportion as stated in the RFP at the discretion of Bank. We agree by the evaluation methodology of the bank which is quite fair.
  - We also agree for the change in scope of works
3. If our offer is accepted, we undertake to complete the Procuring, Processing and Personalisation of Debit Cards within the period specified in this document.
  4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
  5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
  6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
  7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  8. We agree to abide by this offer till 180 days from the last date stipulated by the Bank for submission of bid, and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiry of that period.
  9. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.

10. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
11. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
12. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
13. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
14. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
15. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
16. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would possess a valid digital certificate for the purpose.
17. We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

Dated this ..... day of ..... 201

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*(Signature)*

*(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

---

**Seal of the company.**

## Annexure-10

### **Bidder's Eligibility Criteria**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

#### **i. Commercial:**

| S.No | PARTICULARS                                                                                                                                                                                                                                                                                                                                                                                                                                              | Compliance<br>Yes/No | DOCUMENTS TO SUBMIT                                                                                                                                                           |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i.   | The bidder should have installed capacity in India for personalizing two million chip based financial/banking cards in a month and should be able, to the satisfaction of Bank, to increase the installed capacity within 6-8 weeks of the receipt of order from the Bank.                                                                                                                                                                               |                      | Self-certification along with details of machinery related to card personalization installed currently with their total and spare capacity along with future expansion plans. |
| ii.  | The bidder should be duly certified by Master Card, VISA and NPCI (Rupay) during previous two years without any disqualification for DI, Chip and Magnetic Stripe cards personalization as on date of submission of response to this RFP.                                                                                                                                                                                                                |                      | Copies of certificates to be submitted and originals to make available to the officials of the Bank during site visit for verification, if required.                          |
| iii. | The bidder should have minimum 2 years (April to March) experience and expertise in procuring, processing and personalization of VISA, Master and/or NPCI Debit Cards in India, <i>without any disqualification from card schemes in the preceding two years (certificates to be attached)</i> and should have personalized / supplied on an average at least 4 million EMV chip based banking cards in India during the last one year (April to March). |                      | Copies of POs and proof of deliveries to substantiate claims. Data to be submitted for last financial year.                                                                   |

|       |                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                       |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| iv.   | The bidder should carry out core activities in house and be in a position to meet service level commitments in full.                                                                                                                                                                                          |  | Self-Certification                                                                                                                                                    |
| v.    | The bidder should have own personalization centre for embossed/indented and un-embossed cards as also should be able to take care of PIN/PPK printing facility in India.                                                                                                                                      |  | Proof of ownership. Self-Certification for PIN/PPK printing capabilities.                                                                                             |
| vi.   | The bidder should preferably have own base card production facility located in India or should have proper arrangements with suppliers to ensure card production/procurement within 4 weeks maximum for regular cards and maximum 6 weeks for specialized high technology cards.                              |  | Proof of production activities carried out and /or documents regarding arrangement with suppliers with documents showing dates of placing orders and actual delivery. |
| vii.  | The bidder should have experience / capability of processing and personalizing various type of cards e.g., PIN based, Signature based, embossed, non-embossed, photo cards, Debit Cards, Credit Cards, Travel cards, Pre-paid cards, EMV compliant chip based cards and NFC enabled dual interface cards etc. |  | Certificates on letter heads of biggest customer of the bidder for each type of cards supplied in the past.                                                           |
| viii. | The bidder should have supplied cards for at least one year to one or more Indian scheduled commercial bank(s); Reference of satisfactory work from the largest client Bank should be enclosed on the prescribed format as per <b>Annexure - 6.</b>                                                           |  | Certificate as per <b>Annexure-6.</b>                                                                                                                                 |
| ix.   | The cards being processed by the bidder should be as per MCI and VISA and NPCI specifications.                                                                                                                                                                                                                |  | Self-certification.                                                                                                                                                   |
| x.    | The bidder or holding company should have minimum annual sales of <b>Rs. 50 Crores</b> in each of the last two consecutive financial years. The copies of audited Profit & Loss accounts and Balance                                                                                                          |  | Documents as prescribed.                                                                                                                                              |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                      |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------|
|      | Sheets, the latest being not earlier than F.Y. 2016-17 with auditor's note to be submitted. In case the accounts for the year 2016-17 are not audited as on the date of response to the bid, the bidder should submit a letter from the company's regular auditors confirming that till the time of signing this letter, the auditors have not observed any grounds for major revision of the sales turnover of the firm. Failure to comply with this requirement will disqualify the bidder. |  |                                                                      |
| Xi   | The bidder should not have been black-listed by any PSB/RBI/any other regulatory authority during last three years.                                                                                                                                                                                                                                                                                                                                                                           |  | Self-certification                                                   |
| Xii  | The bidders should have their Senior Management Personnel, based in India to handle project implementation, complaint resolution etc.                                                                                                                                                                                                                                                                                                                                                         |  | List and contact details of India based Senior Management Personnel. |
| Xiii | The bidder should have business redundancy and business continuity plan.                                                                                                                                                                                                                                                                                                                                                                                                                      |  | Copy of BCP.                                                         |

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

### **Signature**

### **Seal of Company**

**Note1: Documentary evidences to be attached in support of points above. The Bank will disqualify any bidder who does not satisfy any of these above eligibility criteria and the Bank's decision in this regard will be final.**

**Note2: If at any stage of evaluation, a Bidder is found to have given a wrong certification on point 3 above, and the documents submitted by him do not support/corroborate such a claim of eligibility made in point 3 above, the Bank will summarily reject that bid.**

## Annexure-11

### **BIDDER DETAILS**

Please provide information in the following format for the Vendor and all sub-contractors and other agencies employed/proposed to be employed for procuring, personalisation, PIN/PPK, collaterals, allied services.

| <b>Sr.No.</b> | <b>Item</b>                                                 | <b>Details</b> |
|---------------|-------------------------------------------------------------|----------------|
| <b>1</b>      | <b>General</b>                                              |                |
| 1.1           | Company's name                                              |                |
| 1.2           | Nature of activity                                          |                |
| 1.3           | Holding company or parent company (if any)                  |                |
| 1.4           | Company address                                             |                |
| 1.5           | Date of incorporation                                       |                |
| 1.6           | Year of commencement of business                            |                |
| 1.7           | Sales tax /VAT / Service Tax Registration No.               |                |
| 1.8           | Income Tax PAN No.                                          |                |
| 1.9           | Associate companies with details of activities and turnover |                |

### **2. DETAILS OF KEY / SENIOR OFFICIALS / DIRECTORS / AUTHORIZED OFFICIALS**

| Name | Designation | Qualification | With the Co. Since | Line of experience | Contact details |
|------|-------------|---------------|--------------------|--------------------|-----------------|
|      |             |               |                    |                    |                 |
|      |             |               |                    |                    |                 |
|      |             |               |                    |                    |                 |

### 3. FINANCIAL INDICATORS OF THE COMPANY

(Rs in lakhs)

| ITEM               | 2015-16 | 2016-17 |
|--------------------|---------|---------|
| Total Income       |         |         |
| Profit before Tax  |         |         |
| Profit after Tax   |         |         |
| Share capital      |         |         |
| Capital & Reserves |         |         |

|          |                                                                                                                                                                                                                 |  |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>4</b> | <b>Staff</b>                                                                                                                                                                                                    |  |
| 4.1      | Total number of employees ( engaged for Card related activities)                                                                                                                                                |  |
| 4.2      | Break-up of employees <ul style="list-style-type: none"> <li>- Sales</li> <li>- Administrative</li> <li>- Technical</li> <li>- Implementation staff</li> <li>- Labour used on contract basis, if any</li> </ul> |  |
| <b>5</b> | <b>Others</b>                                                                                                                                                                                                   |  |
| 5.1      | Names of banks, other companies for which work has been undertaken                                                                                                                                              |  |
| 5.2      | Any special qualifications                                                                                                                                                                                      |  |



## Annexure-12

### **Technical Information to be submitted by Bidders**

Technical Information to be provided by the bidders

|     |                                                                                                                                                                     |  |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1   | Present installed capacity (per day) for personalization of Debit / credit Cards (Details of Make & Year of related Machines with capacity per day)                 |  |
| 2   | Capacity Utilization                                                                                                                                                |  |
| 3   | No of cards issued per month currently (with details of each type of cards (like Debit/ Credit Cards, Smart cards – issued per month with details of each variants) |  |
| 4.  | Experience in Debit/ Credit Card Personalization<br>(Since when, indicate month & year – attach supporting documents, if any)                                       |  |
| 6.  | PIN/PPK Printing experience<br>a) Since when (indicate month and year)<br>b) Details of PIN/PPK Printing Hardware                                                   |  |
| 7.  | Dispatch Management (If Yes, give no. of Cards dispatched per day)                                                                                                  |  |
| 8.  | Stuffing of Cards & Collaterals (whether in house, out sourced or no exposure)                                                                                      |  |
| 9.  | Query Resolution (if yes, give no. of seats in call centre specified for Card and PIN/PPK related activities)                                                       |  |
| 10. | MIS<br>a) Types of MIS (List various types)<br>b) Periodicity (daily, weekly, monthly or customized)                                                                |  |
| 11. | Rejection percentage of personalized cards                                                                                                                          |  |
| 12. | Inventory control and management – Details of system in place.                                                                                                      |  |
| 13. | Security controls for Card personalization Bureau. (Physical, Double door, CCTV etc. – Please specify)                                                              |  |

|     |                                                                                                               |  |
|-----|---------------------------------------------------------------------------------------------------------------|--|
| 14. | Security controls for PIN/PPK Printing (Physical, Double door, CCTV, Separate premises etc. – please specify) |  |
| 15  | VISA/ MCI/ EMV certification details (Copies to be attached)                                                  |  |
| 16. | System Architecture (Details to be attached)                                                                  |  |
| 17  | Internal Audit System                                                                                         |  |
| 18. | Pre and post quality control checks                                                                           |  |
| 19. | CCTV details                                                                                                  |  |
| 20. | Redundancy and business continuity plan (Documents to be attached)                                            |  |

**Details of Processing Sites:**

| <b>Nature of Facilities</b> | <b>Location</b> |
|-----------------------------|-----------------|
| Data Processing             |                 |
| Card personalization        |                 |
| PIN/PPK printing            |                 |
| Stuffing and Dispatch       |                 |

## Annexure-13

### Indicative Commercial Bid

The indicative commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – **"Indicative Commercial Bid for Procuring, Processing of Card and PIN/PPKs, and Personalization (embossing/indenting) of Cards, printing of PIN/PPK mailers and Collaterals for SBI and dispatch thereof.**

**Name of the Bidder:**

**TABLE A:**

| S. No. | Activity / Item                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Unit Price [Excluding Taxes / GST] | Avg. Yearly Quantity @ | Total amount in Rs. | Proportion to Total Cost # |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------|---------------------|----------------------------|
| 1.     | Procurement of Plastic with Hi-Co Mag Stripe & EMV / Chip Minimum 16K JAVA DDA (Without Hologram)                                                                                                                                                                                                                                                                                                                                                                   |                                    | 4,66,00,000            |                     |                            |
| 2      | Personalisation, Collaterals [as per Ann-3], storage of Stationary, stuffing, fulfilment, etc. as under.<br>a) Welcome Letter<br>b) User Guide<br>c) Pouch<br>d) Window envelope<br>e) All other services like (Receiving/transmitting of data, stuffing of welcome letter, collaterals, fixation of card, card pouch, dispatch arrangement of cards as per Bank's instructions and storage, MIS data and queries, Insertion of additional leaflet/brochure if any) |                                    | 4,66,00,000            |                     |                            |
| 3      | Quality Check (QC)                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    | 4,66,00,000            |                     |                            |
| 4      | Contactless Antenna with Supporting chip                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    | 1,83,00,000            |                     |                            |
| 5      | Color core                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    | 10,00,000              |                     |                            |
| 6      | Hot Stamping                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    | 10,00,000              |                     |                            |

|    |                                                                                                                                                                                  |  |           |  |  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------|--|--|
| 7  | Customer photo printing on card [Thermal retransfer technology]                                                                                                                  |  | 40,000    |  |  |
| 8  | Background image printing on card [Thermal retransfer technology or Colour laser engraving]                                                                                      |  | 25,000    |  |  |
| 9  | RTO Management. [6 to 10% of total volume]                                                                                                                                       |  | 37,28,000 |  |  |
| 10 | Metal foil                                                                                                                                                                       |  | 20,000    |  |  |
| 11 | Translucent                                                                                                                                                                      |  | 25,000    |  |  |
| 12 | Spot varnish                                                                                                                                                                     |  | 10,00,000 |  |  |
| 13 | NFC Tags/Wearables                                                                                                                                                               |  | 50,000    |  |  |
| 14 | Dynamic CVV Cards                                                                                                                                                                |  | 50,000    |  |  |
| 15 | a) PIN/PPK Printing Charges<br>b) Pin Mailer + PIN Envelope + covering letter + outer envelope + dispatch arrangement of PIN/PPK mailers as per Bank's instructions and storage. |  | 12,00,000 |  |  |
|    | Total Cost*                                                                                                                                                                      |  |           |  |  |

Monthly Billing will be at the base price, after 12 months from effective date, vendor shall raise the bill for the difference amount as per the slab calculation, if any.

Distribution ratio will be as under L1-50 percent, L2-30 percent, L3-20 percent. In case any bidder amongst above three categories is not able to perform as per the requirements and standards of the bank or if the quality of items fails in continuous 2 tests or total 3 tests, then the vendor will be disqualified.

\* This will be the Total Cost of Ownership (TCO) and should be quoted in the reverse auction.

# The 'Proportion to Total Cost' percentage mentioned here i.e. indicative price bid will have to be maintained in the final price quote also by all Bidders. The percentage should be mentioned in two decimal places. Variation in the final price of each sub segment should not exceed +/- 5% of the Total Cost. See illustration at the end.

@ Quantity may Apart from normal upward and downward variations of around 25% in projected quantities as indicated in Annexure 1, there may also be occasions of heavy variations during the contract period, both upward and downward for short or prolonged period, there may be surge in volume subject to Government / Regulatory regulations, etc. Further, the quantity mentioned are mere projections and not commitment from SBI.

Volume of some of the Activities/ Item may change drastically or may not be used at all, e.g. Hot Stamping, Metal foil, Spot Varnish, QC, Colour Core, Image Card, etc.

### **Illustration**

| Particulars                     | Indicative Price Bid Quote (INR) | Proportion to Total Cost (in %age) | L1 Price (INR) | Minimum final price should not be below (INR)* | Maximum final price should not exceed (INR)** |
|---------------------------------|----------------------------------|------------------------------------|----------------|------------------------------------------------|-----------------------------------------------|
| <i>A</i>                        | <i>B</i>                         | <i>C</i>                           | <i>D</i>       | <i>E</i>                                       | <i>F</i>                                      |
| (a) Item 1                      | 25                               | 13.16                              |                | 9.38                                           | 10.36                                         |
| (b) Item 2                      | 50                               | 26.32                              |                | 18.75                                          | 20.72                                         |
| (c) Item 3                      | 75                               | 39.47                              |                | 28.13                                          | 31.09                                         |
| (d) Item 4                      | 40                               | 21.05                              |                | 15                                             | 16.58                                         |
| (e) Grand Total (1 + 2 + 3 + 4) | 190                              | 100                                | 75             |                                                |                                               |

\* Computed as 'C' percentage of 'D' less 5%

\*\* Computed as 'C' percentage of 'D' plus 5%

### **TABLE B:**

| Price of Hologram | MasterCard | VISA | RuPay |
|-------------------|------------|------|-------|
|                   |            |      |       |

Note-1: Bidders to provide full details of rates and quantum of all types of applicable taxes for each & every items in the tables above along with indicative bid.

Note-2: For personalization vendors may use EPROM/Flash or any better technology of their choice.

Signature  
Seal of Company

## ANNEXURE- 14

### **MANUFACTURERS' AUTHORIZATION FORM**

No.

Date:

To:

Dear Sir:

**Ref: RFP No. NB/PS/SN/RFP/2018-19/001 Dated : 29.05.2018**

We, who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (*address of factory / facility*) do hereby authorise M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a Bid, and sign the contract with you against the above Bid Invitation.

2. We hereby extend our full warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

3. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Vendor:

- (a) Such Products as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and
- (b) in the event of termination of production of such Products:
  - (i) advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Bank, operations manuals, standards, and specifications of the Products, if requested.

4. We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producer)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.*

## ANNEXURE-15

### **NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at Mumbai between:

\_\_\_\_\_ constituted under the \_\_\_\_\_ Act,  
\_\_\_\_\_ having its Corporate Centre at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Bank" which  
expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ (hereinafter referred to as  
"\_\_\_\_\_ " which expression shall unless repugnant to the subject or context  
thereof, shall mean and include its successors and permitted assigns) of the OTHER  
PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of  
providing \_\_\_\_\_, has agreed to  
\_\_\_\_\_ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need  
to disclose certain valuable confidential information to each other. Therefore, in  
consideration of covenants and agreements contained herein for the mutual  
disclosure of confidential information to each other, and intending to be legally  
bound, the parties agree to terms and conditions as set out hereunder.

### **NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

#### **1. Confidential Information and Confidential Materials:**

- (a) "Confidential Information" means non-public information that Disclosing Party  
designates as being confidential or which, under the circumstances surrounding  
disclosure ought to be treated as confidential. "Confidential Information" includes,  
without limitation, information relating to installed or purchased Disclosing Party  
software or hardware products, the information relating to general architecture  
of Disclosing Party's network, information relating to nature and content of data  
stored within network or in any other storage media, Disclosing Party's business  
policies, practices, methodology, policy design delivery, and information received  
from others that Disclosing Party is obligated to treat as confidential. Confidential  
Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/  
or agents is covered by this agreement

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - (1) the statutory auditors of the Bank and
  - (2) regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement



- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

### 3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - a. Suspension of access privileges
  - b. Change of personnel assigned to the job
  - c. Financial liability for actual, consequential or incidental damages
  - d. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

### 4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **Suggestions and Feedback**

- (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017 at \_\_\_\_\_  
(month) (place)

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

## Annexure-16

### **Undertaking of Authenticity**

To:

The Deputy General Manager (CFPT-Cards),  
State Bank of India,  
New Business Department, 12<sup>th</sup> Floor,  
Corporate Centre, Madame Cama Road,  
Nariman Point, Navi Mumbai - 400 021.

**Sub: Undertaking of Authenticity for Hardware & Software Supplies**

**Ref: RFP No. NB/PS/SN/RFP/2018-19/001 Dated : 29.05.2018**

With reference to the equipment being quoted to you vide our Quotation No: \_\_\_\_\_ dated \_\_\_\_\_, we hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers (if required by you) in support of the above statement at the time of delivery / installation

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System)

3. In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

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

5. We also take full responsibility of both parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this ..... day of ..... 2018

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of

## ANNEXURE-17

### **FORMAT FOR EMD BANK GUARANTEE**

To:

-----  
-----

Dear Sir,

**EMD BANK GUARANTEE FOR  
PROCURING, PROCESSING AND PERSONALISATION  
OF DEBIT CARDS  
AS ARE SET OUT ON BEHALF OF SBI  
RFP No. NB/PS/SN/RFP/2018-19/001 Dated : 29.05.2018**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal for Procuring, Processing and Personalisation of Debit Cards *to State Bank of India* and such services as are set out in the State Bank of India, Request for Proposal NB/PS/SN/RFP/2018-19/001 Dated : 29.05.2018.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs.------(Rupees \_\_\_\_\_Only) as Earnest Money Deposit.
3. M/s. \_\_\_\_\_, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs.\_\_\_\_/-(Rupees \_\_\_\_\_ Only)
4. NOW THIS GUARANTEE WITNESSETH THAT  
We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs.\_\_\_\_/-(Rupees\_\_\_\_\_ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs.\_\_\_\_/-(Rupees\_\_\_\_\_Only).
5. We also agree to undertake to and confirm that the sum not exceeding Rs.\_\_\_\_/-(Rupees\_\_\_\_\_Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing

stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under

this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

(a) Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_/-  
(Rupees\_\_\_\_\_Only)

(b) This Bank Guarantee shall be valid upto .....

(c) 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 .....

Yours faithfully,

For and on behalf of

\_\_\_\_\_  
Authorized official.

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)

## ANNEXURE-18

### **PERFORMANCE BANK GUARANTEE FORMAT** ***(TO BE STAMPED AS AN AGREEMENT)***

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 201 by ..... (Name of the Bank)..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at-----(**procuring office address**), hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s\_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "**Service Provider/ Vendor**") which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services(hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No.\_NB/PS/SN/RFP/2018-19/001 Dated : 29.05.2018 WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year(s).

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs.\_\_\_\_/- (Rupees\_\_\_\_\_only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs.\_\_\_\_/- (Rupees\_\_\_\_\_only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs.\_\_\_\_/- (Rupees\_\_\_\_\_only).



### **NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs.\_\_\_\_/- (Rupees\_\_\_\_only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.
4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

### **WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-**

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.

- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of \_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vii) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

(a) Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_/-  
(Rupees\_\_\_\_\_only)

(b) This Bank Guarantee shall be valid upto.....

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

\_\_\_\_\_  
Authorised official

## ANNEXURE-19

### **PRE CONTRACT INTEGRITY PACT**

#### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_, between, on one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its New Business Department / Office at 12<sup>th</sup> Floor, Corporate Centre, State Bank Bhavan, Nariman Point, Mumbai 400 021, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s represented by

Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/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, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

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 service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

### **Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation 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 to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 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**

2. 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, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage 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, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official 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 State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 3.3\* wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 3.4\* The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the bid documents and the BIDDER has 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, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and 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 to 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

the 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 / Public Sector Banks in India or any Government Department in India or RBI 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 (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a nationalized Bank

including SBI or its Subsidiary Banks. However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents / RFP should be from any nationalized Bank other than SBI or its Subsidiary Banks and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

5.2 Unless otherwise stipulated in the Bid document / RFP, 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 a 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 on 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 it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.

(ii) 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 assign any reason therefore.

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

(iv) 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 Base Rate of State Bank of India, while in case of a BIDDER from a 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 stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

(v) 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.

(vi) 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.

(vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) 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.

(ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7.Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems 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 or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank 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 Addresses of the Monitors to be given).

|          |                                                                                                |                                                                                       |
|----------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Name     | Shri. JOHNY JOSEPH                                                                             | Shri. K.CHANDRAHAS                                                                    |
| Cadre    | IAS (Retd.)                                                                                    | IRS (Retd.)                                                                           |
| Address  | 701/702, Callalily-Y,<br>Nagar Amrit Shakti,<br>Chandivali, Andheri (East),<br>Mumbai - 400072 | G-1, Reliance Homes,<br>8-2-547/R, Road No.7,<br>Banjara Hills,<br>Hyderabad – 500034 |
| Email ID | <a href="mailto:Johnyjoseph49@gmail.com">Johnyjoseph49@gmail.com</a>                           | <a href="mailto:kchandrahas@yahoo.com">kchandrahas@yahoo.com</a>                      |

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 perform 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 Monitor 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 project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(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 correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any 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 upto 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, with the successful bidder by the BUYER.

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 \_\_\_\_\_

For BUYER

For BIDDER

Name of the Officer.  
OFFICER

CHIEF      EXECUTIVE

Designation

**Office / Department / Branch**

**State Bank of India.**

Witness

Witness

1

1.

2

2.

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

## ANNEXURE-20

### **SERVICE LEVEL AGREEMENT**

THIS AGREEMENT is made and executed at Mumbai on this \_\_\_\_ day of \_\_\_\_\_, 2015 between **State Bank of India**, a corporate body constituted under State Bank of India Act 1955, having its Corporate Office at State Bank Bhawan, Madame Cama Road, Nariman Point, Mumbai 400 021 (hereinafter referred to as "SBI/Bank" which expression, unless repugnant or contrary to the context, shall include its, branches all over India successors, assignees, administrators, associates and subsidiaries as the case may be) and

\_\_\_\_\_, a  
\_\_\_\_\_(Private Limited Company incorporated under Companies Act,) having its registered office at \_\_\_\_\_ & having its personalization centers at \_\_\_\_\_ (hereinafter referred to as "Vendor" which expression, unless contrary or repugnant to the context, shall include its successors, administrators, executors, assigns as the case may be). SBI and Vendor are hereinafter referred to as "Party" individually and "Parties" jointly.

### **WHEREAS:**

- i) SBI while doing its banking business is providing the facility of ATM and Debit cards (**hereinafter referred to as "Cards"**) to its customers.
- ii) VENDOR has the technical knowhow in respect of the ATM –cum--Debit Card.
- iii) SBI has decided to outsource the procuring and processing of ATM- cum- Debit Card and PIN/ PPK files and Personalization i.e. embossing and indenting of ATM-cum-Debit Cards and/or printing of PIN/ PPK mailers for State Bank Group's ATM Network.
- iv) SBI had floated / issued a Request for Proposal (RFP) on [Date] for procuring, processing and personalization of ATM –cum- Debit Cards.
- v) VENDOR had submitted its bid through reverse e-auction held on [date] in response to the RFP which was accepted by State Bank of India vide its letter dated

the \_\_\_\_\_.

vi) Pursuant to the acceptance of the bid of VENDOR, SBI and VENDOR are desirous of recording the terms and conditions of the work to be done / Service to be rendered by VENDOR in connection with the ATM-cum- Debit Cards to be issued by the State Bank Group.

**IN THE ABOVE PREMISES THE PARTIES HERETO AGREE AS FOLLOWS;**

- 1) The Request for Proposal dated \_\_\_\_\_, the bid submitted by VENDOR and the letter of acceptance of State Bank of India dated the \_\_\_\_\_ shall be treated as integral part of this Agreement and will be binding on the parties (Collectively referred to as "RFP" in this Agreement). If any conflict arises between the terms and conditions of this Agreement and the RFP, the terms and conditions contained in the Agreement shall prevail over the RFP.
- 2) VENDOR shall produce/source ATM –cum- Debit Cards and personalise the same by way of embossing / indenting/ any other VISA/MasterCard/NPCI approved mechanisms and shall also process PIN/ PPK files and print PIN/ PPK mailers and perform other jobs and services for SBI in connection with data processing including quality checks, production and dispatch of ATM –cum- Debit Cards as mentioned in the succeeding paragraphs. The process flow in connection with data processing, production and dispatch of ATM –cum- Debit Cards is as provided in **Annexure I**.
- 3) The jobs to be performed and the services to be rendered by VENDOR for / to State Bank of India are as follows;
  - SBI will provide complete details of its branches, viz., branch code, branch name, Circle, email id etc. and LCPC linkage status to VENDOR. VENDOR will maintain complete details of our branches, and keep it updated always. They will maintain proper liaison with Bank's Circles and LCPCs for the purpose.
- a) VENDOR will provide end-to-end solution to SBI in connection with the ATM-cum- Debit Cards including procurement, production & dispatch, uploading of data and query/ complaints resolution .
- b) VENDOR will assist to facilitate obtaining approval of design and product from Master Card / Visa /NPCI.
- c) VENDOR shall connect through SBI's own wide area network (hereafter called

“State Bank Connect”) via lease line / ISDN with adequate capacity not less than 2 MB to SBI’s data center at CBD Belapur, Navi Mumbai and DRC, Chennai or any other office as may be required. VENDOR’s local network interfacing with State Bank Connect network should have firewall with rule base configuration as per SBI’s IT Security Policy. The said interface should not be used by VENDOR to connect with any other third party and should be dedicated for SBI. The VENDOR shall also make all necessary arrangements for backup connectivity.

d) VENDOR will undertake a health / quality check on all applications data received. This would include running duplication check and quality checks on the data, as per agreed terms from time to time. The present quality check (QC) parameters are annexed hereto and marked as Annexure No. I (Table B). The Bank reserves its right to advise VENDOR the revised parameters as and when it becomes necessary. The vendor should replicate QC server data in Bank’s server and the retention period for data in vendor’s QC server is one month. The Bank is developing in-house QC and may shift the process in-house in future.

e) VENDOR would send the processed file using the leased line / MPLS / SBI Connect in the prescribed format (encrypted using PGP) to ATM Switch Center of SBI at Belapur, for it to generate the Embossing and the PIN/ PPK File.

Password for PGP should be changed periodically, viz., quarterly.

f) All Cards would be personalized by VENDOR based on the Embossing file received from the ATM Switch Center of SBI and the respective **PINs/ PPKs** would be printed on SBI approved stationery procured by VENDOR. Card personalization will be of all types un-embossed, Embossed, photo, Chip, EMV Chip cards, and Dual Interface Cards etc. VENDOR will print PIN, inclusive of duplicate (re-generated) PIN, when required.

g) VENDOR shall source all the blank plastic and collateral stationery for the cards based on the design and specifications approved by the Corporate Center of SBI. Contents of the cards collateral and the ISO norms set for Card and other Specifications are specified in Annexure II. VENDOR shall keep sufficient inventory for all cards types, based on the current volumes, unless otherwise specified by SBI. For any new design a lead-time of 4 to 6 weeks will be required post approvals from SBI/MasterCard/Visa/NPCI or Other Schemes.

h) VENDOR shall dispatch embossed Cards and the welcome letters and other collaterals to the SBI Customers directly or in bulk to the respective SBI Branches/LCPC through speed post or any other mode of dispatch, as decided by SBI and instructed to the VENDOR.

i) Incomplete applications, the ones that get rejected during the quality check on the data, will not be processed. VENDOR shall also not process data meant to be processed by other vendor. Proper checks in QC software to avoid such situation should be built based on rules shared by the Bank. Details of such rejections will be advised to respective branches through mail in the prescribed format immediately. However details of such records shall be maintained for one year for query resolution by VENDOR. No additional cost will be charged for rejected data and its storage.

j) VENDOR shall also undertake to receive and reply to the queries raised by the branches / LHOs / Corporate Centre and / or any other office of the Bank regarding the status of the application data or any other related matter through Email and / or by phone.

k) VENDOR shall receive all cards and PINs/ PPKs returned undelivered, on behalf of SBI. The same shall be stored in a secured area and consolidated branch – wise. They will get the cards blocked by the Bank by sending a list of such card numbers and ensure receipt of acknowledgement. Thereafter undelivered cards will be re-dispatched in bulk to the concerned branches on a daily basis. The undelivered PINs/ PPKs received back will be shredded after a proper recording. The VENDOR shall manage cards dispatch including undelivered cards. It will also verify courier / Speed Post bills before paying and / or claiming reimbursement. Any excess payment claimed / made by the VENDOR over and above agreed rates charged by Couriers / Speed Post on this account will not be reimbursed. Any penalty imposed by the courier / Speed Post on VENDOR for non-payment / delayed payment or for not following terms of agreement(s) with respective courier(s) or due to any other action / inaction by the VENDOR shall also not be reimbursed.

The Bank plans to introduce new RTO process in future.

l) VENDOR shall print re-generated PINs, whenever required at specified costs and stipulations given in Annexure IV.

m) VENDOR shall provide SBI with regular MIS in the agreed format and intervals

(refer to Annexure III). Acknowledgements would be sent by VENDOR to the SBI branches for all data received, approved and rejected with reasons through mail on daily basis.

n) VENDOR will be required to provide and maintain a server at SBI Belapur in order to store the data (input file to dispatch consignment) for one year, for query/ complaint resolution purpose.

o) VENDOR shall provide web – tracking facility for status of Cards to customers / branches / offices of SBI with different level of access right to branches and offices of SBI as per SBI's requirements.

p) VENDOR shall have turnaround time of 24 hours for LCPC (Liability Card Processing Centre) and 24 to 48 hours for all other cards (inclusive of Sundays and holidays excluding postal holidays) barring 3 National Holidays starting from receipt of embo file to delivery to DOP / Courier(s). **The volume to be managed by VENDOR is 50%/30%/20% of total volume projected as per RFP and VENDOR will have necessary infrastructure to manage this 50%/30%/20% volume and SLA will be applicable for this 50%/30%/20% volume. However, in case VENDOR is offered additional volumes on account of re-allocation or for any other reason whatsoever and such offer is accepted by VENDOR, then the SLA shall be applicable also for such additional volumes. Cut off time to turn around time will be 22:00 Hours.** The

VENDOR should be able to make arrangements for issuance and dispatch of priority cards within 12 hours of the receipt of embo file. VENDOR shall have turnaround time of 24 hours for PINs/ PPKs for LCPC (Liability Card Processing Centre) and 24 to 48 hours for all other PINs/ PPKs (inclusive of Sundays and holidays excluding postal holidays) starting from receipt of PIN/ PPK data to delivery to DOP / Courier(s). . SLA shall be applicable for entire PIN/ PPK mailers volume processed by the VENDOR. Cut off time to turn around time will be 22:00 Hours. The VENDOR should be able to make arrangements for issuance and dispatch of priority PINs/ PPKs within 12 hours of the receipt of embo file.

q) The cost of software / modification for existing as well as new cards introduced by SBI in future, based on the new product launched by SBI from time to time shall be borne by the VENDOR. The software should be parameterized in such a way that



the time for introduction of new products should be less than a week, after SBI provides the required input. The cost of QC software or any other software required for processing Cards and PINs/ PPKs to provide related end to end services to the Bank as also modifications required in the software shall be borne by the VENDOR.

- r) VENDOR will print the PIN/ PPK mailers and dispatch the same to the concerned SBI branches along with the covering letter and report unless advised otherwise by the Bank.
- s) The PINs/ PPKs /re-PINs printed will be sorted branch-wise and related to each branch will be packed in a "PIN/ PPK packet". These will be dispatched to branches under a covering letter as per specimen given in MIS.
- t) The covering letter will bear a serial number branch-wise and year-wise to enable our branches to track receipt of all PINs/ PPKs for their branches.
- u) The covering letter of PIN/ PPK mailers of LCPC cards to branches will contain a message "The following PIN/ PPK mailers have been generated for the cards requested by LCPCs. Please do not return the PIN/ PPK mailers. Pl wait till you receive cards from LCPC and then deliver them to customers on identification."
- v) VENDOR will ensure that it installs dedicated line printers for the printing of the PINs/ PPKs mailers which will be competent to carry out the services and other security related infrastructure like CCTV and Access Control, cost of which to be borne by VENDOR.
- w) VENDOR shall print the PIN/ PPK numbers and dispatch it to the concerned branches of SBI. VENDOR shall ensure a 24-hour operation for carrying out the services as needed. SBI will provide VENDOR 24 hrs unrestricted access to the PIN/ PPK printing room, storage area and common facilities like toilet, cafeteria etc. at Bank's premises.
- x) In case of any misprints due to problem in printer or any other reason attributable to the VENDOR, VENDOR shall arrange reprinting of the damaged misprinted PINs/ PPKs without any cost to the bank including cost incurred in dispatch of such PINs, if any. A log of such damaged PINs/ PPKs will be provided to the Bank.
- y) VENDOR shall keep the complete record of the blank PIN/ PPK mailer stationery printed and used along with the misprints. VENDOR shall maintain a daily /monthly MIS detailing the number of PINs/ PPKs printed, stationery used for the same and

the total number of such printed PIN/ PPK mailers handed over to the vendors for dispatch and tally the numbers. VENDOR will maintain necessary log books and audit control sheets.

- z) VENDOR shall maintain complete contact details of all its employees and staff handling and operating the processes as part of this agreement, VENDOR shall ensure that complete verification of the staff working at the said premises is done and a report of the same is made available to the Bank as well before the staff is made to operate from its premises. The entire security norms are subject to review periodically.
- aa) Attendance record of all the staff working from the premises where the PIN/ PPK number printing is to be carried out shall be maintained by VENDOR on a daily basis.
- bb) VENDOR shall ensure that there are no discrepancies in the process of PIN/ PPK printing such that the numbers of PINs/ PPKs printed are as per the data received from ASC. VENDOR will ensure the quality of the process of PIN/ PPK printing.
- cc) VENDOR shall ensure that it installs dedicated paper shredding machines as per Bank's specifications inside the PIN/ PPK printing area and will ensure no printed paper in any form will go outside of the PIN/ PPK printing area without shredding done .
- dd) VENDOR shall ensure that all the people working in the PIN/ PPK printing area have to wear the photo ID card and the over coat in any form to prevent any leakage of the paper.
- ee) VENDOR shall ensure that only supervisor/operator have the right to print the PINS/ PPKS and every supervisor/operator have their individual login ids and E-MAIL ID'S.
- ff) Security guards for screening and frisking VENDOR staff and others, will be provided by the Bank. VENDOR supervisor will ensure entry and exit of authorized personnel into the PIN/ PPK Mailer Centre (PMC). VENDOR Supervisor will also ensure that the Security Guards provided by SBI follow the security procedure. Access control system will be provided by SBI to record the movement of authorized persons into PMC.
- gg) Checking through Surveillance cameras will be done by Security personnel. Record of surveillance cameras will have a backup of 3 months. This will be provided by SBI. However, the overall responsibility for the smooth operation, security of data, dispatches will lie with VENDOR.

hh) VENDOR will station one of their representatives permanently at GITC for vendor specific help desk related activities and co-ordination with concerned departments of GITC. Infrastructural support for this shall be provided by the Bank

ii) VENDOR to ensure against data leakage by any of its staff to avoid frauds related to Card & PIN/ PPK data. Physical as well as logical security of data to be ensured.

jj) VENDOR will share with other vendors AWB numbers allotted to them by India Post / Courier Agency to avoid duplicate use of such numbers by the other vendor. VENDOR shall also develop and implement mechanism to restrict usage of these numbers allotted to other vendors and shared by them.

kk) VENDOR will share Card Design related files and information of the Bank with other vendor when asked to do so by the Bank.

The duties of Security personnel will be monitored by VENDOR.

#### **4. SECURITY REQUIREMENTS TO BE ENSURED BY VENDOR:**

i) Any application developed or acquired by VENDOR for the purpose of card embossing and PIN/ PPK printing activity should follow the IT Policy and IS Security Policy of the Bank. Compensating controls should be in place for the controls, which cannot be implemented directly as prescribed by the Policy. The cost of implementing such controls should be borne by VENDOR.

ii) Segmentation of Card embossing and PIN/ PPK printing facilities to separate user segment. They should not be on the same user segment of the LAN/ WAN. Each process should be in separate premises.

iii) Hardware of (restricted exclusively to the Card/PIN/ PPK related activities of SBI) Servers, Desktops and other devices used for the facility as per the Secure Configuration Document as per Bank's policy.

iv) Card and PIN/ PPK related data should always remain encrypted during storage and transmission.

v) Card data should not be displayed on the monitor during personalization/ printing of cards. Card data should not be available in plain text at any stage.

v) Keys for encryption should be securely kept and procedures outlined in SBI's cryptographic policy should be followed.

- vi) Segregation of duties should be implemented for various activities e.g. Card embossing, PIN/ PPK printing, stuffing and PIN/ PPK dispatch.
- vii) Strict physical segregation and control for movement of portable disks like floppies, CDs, flash drive, etc. inside the area identified for card embossing and PIN/ PPK printing. As per the process there is no need for portable disks mentioned above.
- viii) Physical access restriction to ensure that persons connected with the work are only allowed access to the printing and embossing areas, as applicable
- ix) Background checks or screening of the personnel engaged in the activities as per SBI's personnel security policy should be carried out periodically by VENDOR
- x) Employee undertaking to be obtained to treat the information confidential and abide by SBI's IT Policy and IS security policy.

## **5. SBI'S OBLIGATION**

5.1 SBI will ensure that the relevant information and details about customers applying for ATM-cum- Debit cards, shall contain the details as per the agreed file format without which the applications will be treated as incomplete and will not be processed by VENDOR.

5.2 The above data (in soft copy format) relating to the SBI customers will be accessed by the VENDOR through leased line or any other mode agreed to between the VENDOR and SBI.

5.3 All E-mail IDs, branch details of existing and new branches and Branch linkage to LCPCs to be set up shall be supplied by SBI to VENDOR. In case these details are missing for any newly set up branches, VENDOR shall not be held liable for any delays in dispatches of cards / pins.

5.4 SBI shall provide VENDOR with the Embossing file (based on the data sent from VENDOR post processing) wherein it shall provide the Card numbers against each of the application with the encryption details for the tracks on the magnetic strip of the card.

5.5 The file transfers between VENDOR and SBI shall take place in an encrypted form through **SBI Connect** / lease line / MPLS. The encryption method will be decided by SBI

5.6 PIN/ PPK printing to be done through HSM / software as advised by the Bank. HSMs to be supplied by SBI

5.7 SBI shall examine and approve the design and specifications of blank plastic and collaterals to be used by VENDOR, whenever there is a launch of a new product or variation in the card. For all new product launches, the artwork for card plastic and collateral will be supplied by SBI. VENDOR shall provide proofs and sample based on the artwork and shall commence production only when SBI approves the final product.

5.8 SBI shall supply the encoding details of the magnetic strip ( on the plastic) /CHIP to VENDOR.

### **5.9 Penalty for Delay**

For any delay beyond 6 weeks after the date of confirmed order from the Bank, a penalty will be charged on per day basis (from the 1st day of the 7th week from the date of order). The amount of penalty will be calculated @ 5% of the value of order for each day's cards multiplied by the number of days' delay subject to a maximum of Rs 50,000/ (Rs fifty thousand) for each day's delay.

### **5.10 Protection against abnormal local currency rate fluctuations vis-a vis USD.**

In view of the fact that major components of the products to be supplied are imported and volatile nature of INR, review of price of imported components viz. base card with chip and hologram shall be done at yearly intervals provided variation in rate of INR vis-à-vis USD shall be found to be more than 10% on the date of review. In case review shall be required to decide fresh rates, 80% of the price of Base Card and 100% of the price of imported holograms shall be considered for revision. Currency rates shall be taken for the purpose only as per RBI web-site. Detailed mechanism shall be as under-

- a) Average of currency rates available for last 30 days as on date of reverse e-auction shall be taken as reference rate. This rate may be called as BASE RATE.

- b) Date of first review shall be on the date exactly one year after the date of BASE RATE as indicated in a) above. In case of this date falling on holidays review shall be done on next working day. This date may be called as REVIEW DATE.
- c) Average of currency rates available for last 30 days as on REVIEW DATE shall be seen for variation of more than 10% from BASE RATE. This may be called as RATE FOR REVIEW.
- d) In case variation in RATE FOR REVIEW shall be found beyond 10% from BASE RATE, prices shall be adjusted as described above upward or downward as the case may be to the tune of actual variation.
- e) In case revision was required and happens then BASE RATE shall be replaced with RATE FOR REVIEW for future review(s) otherwise BASE RATE shall remain intact and shall be used as such for next review exactly after one year of REVIEW DATE.
- f) Steps c) to e) shall be repeated for future reviews if required.

## **6. Vendor's obligation**

6.1 The Vendor shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws especially Contract Labour (Abolition) Act, EPF Act and ESI Act, throughout the currency of this Agreement.

6.2 Vendor shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc. and the Bank shall have no liability in these regards.

Further, the Vendor would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.

## **7. LIQUIDATED DAMAGES**

If the finally selected bidder/s fails in providing the Products / Software/Services, as per the terms and requirements specified in this RFP, the Bank will charge liquidated damages at **1%** of order value per week or part thereof, subject to a maximum of **10%** of value of the order/s therefor. Value of the orders will be calculated based on the volume of cards intended to be issued from the date of issuing the purchase order therefor. These liquidated damages are apart from and in addition to other applicable penalties. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

If VENDOR is not able to stick to the turnaround time as stipulated in clause 3(p) and 3 (q) above or the other SLAs mentioned elsewhere in this document, it will be liable to pay SBI damages in the following manner-

1. Non-adherence to TAT as stipulated in clause 3 (p)
  - i) Delay in transmission of application upload file post QC
    - a) For welcome kit file > 04 hours (from receipt of Core file)  
@ Rs. 1,000/- per hour per Core file (CWddmmyy and CBddmmyy.ncf)
    - b) For non welcome kit file: > 06 hours (from receipt of Core file) @ Rs. 1,000/- per hour per Core file (CBddmmyy)
  - ii) Delay in personalization after receipt of embossa file and handing over the same to Speed-Post/courier

#### **Personalised Cards**

- a. > 24 hours @ Rs..1.00 per card per day after completion of TAT
- b. > 48 hours @ Rs..2.00 per card per day after completion of TAT

#### **Non- Personalised Cards**

- a. > 48 hours @ Rs..1.00 per card per day after completion of TAT
- b. > 72 hours @ Rs..2.00 per card per day after completion of TAT

#### **Renewal/Bulk Upload Cards**

- a. > 168 hours @ Rs.1.00 per card per day after completion of TAT
- b. > 192 hours @ Rs.2.00 per card per day after completion of TAT

#### **Non- Welcome Kit Pins**

- a. > 48 hours @ Rs..1.00 per PIN/ PPK per day after completion of TAT
- b. > 72 hours @ Rs..2.00 per PIN/ PPK per day after completion of TAT

2. Non adherence to QC @ Rs. 250 per record.

3. For calculation of delays the uploading time at IP addresses of server(s) at SBI will be taken as final.
4. Non-uploading data/uploading erroneous data for Contact Centre/ web tracking system, beyond 24 hours Rs. 25,000/- per day (the cut off time 10 am)
5. Wrong dispatch of Card PIN/ PPK @ Rs. 25,000/- per card/PIN/ PPK for the reasons attributable to VENDOR.
6. Delay in RTO card re-dispatch and Re-PIN/ PPK dispatch beyond stipulated period @Rs. 10/- per day /per card /PIN/ PPK after the day of receipt from courier/speed post. However the bank may consider not to apply penalty for delay in re-dispatch of RTO cards, in case RTO cards are abnormally high during the period under consideration.
7. Delay in making changes as required by the Bank in QC and other areas beyond stipulated time @Rs.1000/- per day.  
However, Bank at its discretion, may waive the penalty in cases where Bank is satisfied that the reasons were beyond the control of VENDOR.
8. 2x penalty will be applicable for high end cards.

#### 8. **CONSIDERATION**

For the services to be rendered, VENDOR shall raise and dispatch its monthly bill to SBI at the addresses notified by SBI for the said purpose. The prices for various cards are given in Annexure No IV to this Agreement.

VENDOR will raise State wise/Union Territory wise, Local Head Office wise monthly invoices based on card produced to ATM switch Centre attaching MIS (in softcopy) for verification of the number of the cards / PINs/ PPKs generated. VENDOR will pay speed post / courier for the dispatch costs incurred and then charge to SBI to get this amount reimbursed. All such bills will be raised at respective Local Head Offices/Foreign Offices. While raising invoices for claiming reimbursement of courier bills, VENDOR shall show amount of taxes (GST) if any charged by the courier / Speed Post in the invoices to enable the Bank to claim GST Credits wherever applicable. Local Head Offices will ensure that payment of bills raised be paid within



30 days of receipt of Bills (excluding days taken by VENDOR in providing clarification if any sought by the Bank regarding bills submitted).

## **9. CONFIDENTIALITY**

During the course of performing the job / carrying out the work, the VENDOR will receive information about the customers of the Bank and other information about the Bank. The data regarding the customer will be provided to VENDOR by SBI. The said information about the customer / customer data and the information about the bank is hereinafter referred to as "Information". VENDOR agrees to keep the Information which is received by it pursuant to this Agreement confidential and it agrees that neither it nor its employees shall divulge the Information to any third party. While giving access to the Information to its employees or agents or sub - contractors, VENDOR shall obtain from such employees / agents / sub - contractors an agreement / undertaking to keep the information confidential. VENDOR shall return all the information obtained during engagement of the contract, either in soft form or Hard copies or any other Confidential Material at Bank's request, or certify destruction of the same. The confidentiality of information applies even after the termination/expiry of the contract

VENDOR understands that monetary damages are not sufficient for breach of this confidentiality provisions and the SBI shall be entitled apart from the monetary damages, injunctive inter alia, for reliefs in case of breach of these confidential provision.

The provisions of confidentiality shall survive even after the termination/ expiry of this Agreement. Confidentiality obligations of the Vendor in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.

Vendor agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Vendor or its employees, agents, representatives, Sub-Contractors. Vendor further agrees to

make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Vendor.

## **10. INDEMNIFICATION**

VENDOR shall comply with all the laws, regulations, guidelines issued by various statutory / Government Authorities including Shops & Establishment Act and Contract Labour Act. VENDOR agrees to indemnify and keeps SBI indemnified against all claims, actions, costs, damages, expenses made / taken against or incurred or suffered by State Bank of India due to or by reason of following, other than on account of SBI obligations.

- a) Any action taken / initiated by employees, staff and / or agents of the VENDOR.
- b) Infringement of intellectual property rights of any third party in respect of any hardware / software / process used by the VENDOR.
- c) Any negligence, delay or deficiency on the part of VENDOR or it's employees or agents in performing the job, rendering services.
- d) VENDOR shall provide performance guarantee as per specimen given in annexure VI from an A class scheduled commercial Bank for Rs.1.25/0.75/0.50 crores as per the allotment decided.
- e) Any violation of Confidentiality Obligations.
- f) Any violation of labour laws.

## **11. AUDIT**

SBI has a right to audit the products, Software and the services of VENDOR relating to the deliverables of VENDOR to SBI under this agreement. The periodicity of audit shall be mutually decided by SBI and VENDOR. VENDOR shall whenever required by SBI, furnish all the relevant SBI specific information, data to such auditors and / or inspectors, regulators as authorized by officials of SBI. SBI shall have right to call for any information, report from VENDOR in connection with

the job performed by / services rendered by VENDOR for providing end to end services to the Bank.

It is agreed that the Bank shall have the access to all books, records and information relevant to the Services available with the Vendor regarding processes related to the Bank.

The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Vendor or the employees of the Vendor.

The Bank should have right to conduct surprise check of the Vendor's activities in respect of the Services.

The Vendor agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

The Vendor agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the Vendor in respect of this Agreement or the Services.

The Vendor agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.

The Vendor agrees that the Complaints/feedback, if any received from the customers of the Bank in respect of the Services by Vendors shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressed of customer complaints by the Vendor.

## **12. TERM AND TERMINATION**

i) This Agreement will be for a term of 36 months commencing from the (Common date to be decided by the Bank).

ii) This Agreement may be renewed for such further period/s on mutually agreed terms and conditions at the instance of both the parties by way of exchange of letters.

iii) This agreement may be terminated:-

a) by SBI forthwith if the VENDOR commits any breach of the terms and conditions of this Agreement and such breach is not remedied / rectified by the VENDOR within **30** days of receipt of notice by VENDOR from SBI of such breach.

b) by either party by giving a 90 days notice in writing delivered at Central Office / registered office of SBI or VENDOR. This mode of termination will not entitle either party to claim any damages, loss of profit or investment or any other loss from the other due to such termination.

Notwithstanding the above, claims such as confidentiality, IPR, Indemnity etc. will survive even after the termination of the agreement.

13. **PRE – TERMINATION RIGHTS AND OBLIGATIONS**

Termination of this Agreement resulting due to any of the reasons or circumstances will not affect any rights, claims, obligations, duties already arisen or incurred either by VENDOR or SBI in respect of which the VENDOR as well as SBI will be entitled to or liable to each other and in respect of such rights, claims and obligations, termination of the agreement in any of the above manner will not be cited as a ground of defense to any liability or obligation arisen under this agreement before its termination.

14. **COUNTERPARTS**

This Agreement shall be executed simultaneously in two (2) or more counterparts each of which shall be deemed to be an original but all of which together shall constitute one (1) instrument.

15. **AMENDMENTS**

This agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties.

16. **ASSIGNMENT**

VENDOR shall not assign this agreement except with prior written consent of SBI.

17. **INDEPENDENT PARTIES**

The Parties shall act in all matters pertaining to this Agreement as independent parties. The Agreement is being entered into on a principal-to- principal

basis and does not and shall not be deemed to make either Party an agent of the other or any analogous relationship. No contention to the contrary will be raised at any time by either Party.

18. **REPRESENTATIONS ON AUTHORITY**

Each signatory to this Agreement represents and warrants that he is duly authorized by the Party for and on whose behalf he is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals including the requisite Board resolutions and procedures necessary for vesting such authority in him have been duly obtained and complied with.

19. **PARTIAL INVALIDITY**

It is expressly agreed and declared that if, for any reason whatsoever at any time after execution hereof, any Court of competent jurisdiction or arbitrators holds any provision hereof to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the legality, validity and enforceability of any other provisions of this Agreement.

20. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of India.

21. **JURISDICTION**

This agreement shall be subject to the exclusive jurisdiction of the Courts in Mumbai, India.

22. **ARBITRATION**

Any dispute, controversy or difference which may arise between the parties out of or in relation to or in connection with this Agreement, shall be submitted for exclusive resolution by arbitration under the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The venue for the arbitration shall be Mumbai. The language to be used in the arbitration proceedings shall be English. The existence of any dispute shall not release the Parties of their respective obligations under this Agreement. Both the parties shall appoint a sole arbitrator jointly. In the event of failure of parties to agree on a sole arbitrator, both the parties shall appoint one arbitrator each. The two arbitrators, so appointed shall

New Business Department

appoint the third arbitrator, who shall be the Chairman of Arbitration Tribunal. The Arbitral award shall be in writing and subject to the provisions of Arbitration & Conciliation Act 1996 and shall be enforceable as any court of competent jurisdiction.

23. **NOTICES**

All notices and other communications in respect of this Agreement shall be given in writing in English by registered airmail, postage prepaid, or by telex or facsimile to the Party entitled thereto at its address set forth below, or such other address as it shall hereafter designate for this purpose:

(a) In the case of a notice to VENDOR at :

Mr.....

.....

.....

Address:.....

Email Id – .....

With a copy to

Mr.....

.....

.....

Address: .....

Email Id: .....

(b) In the case of a notice to the SBI at :

General Manager (PS)

State Bank of India,

New Business Department, Corporate Centre,

12<sup>th</sup> Floor, State Bank Bhavan,

Nariman Point, Mumbai 400 021.

Or such other address as the Party to whom such writing is to be given shall have last notified to the Party giving the same in the manner provided in this Clause.

24. **GENERAL PROVISIONS**

a) Sub-Contracting-

VENDOR shall not sub-contract all or part of the core activities such as procurement, personalization and PIN/ PPK Printing etc. outsourced to them by the Bank, without prior approval from the bank. In case this needs to be done, Bank official with appropriate level of seniority and skills should be involved during the process of selection of the sub-contractor.

b) **Survival** – The provision of this Agreement that by their nature and context are intended to survive the performance hereof, shall so survive the completion and termination of this Agreement.

c) **Force majeure** – It is expressly understood by the parties that all events beyond their respective control being Force Majeure or Acts of God, including fire, flood, war, lightning, earthquake, collapse of structure, Government policies, terrorist act, logistics failure etc., which have the effect of preventing the performance of the contract by the parties so affected shall be construed to imply automatic suspension of the obligation to perform temporarily or permanently as the case may be, depending upon the facts and the circumstances of the event concerned.

If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However Vendor shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

d) **Successors** – This Agreement binds heirs, executors, administrators and successors and permitted assigns of SBI and the VENDOR with respect to all covenants herein, and cannot be changed except by written Agreement by both parties.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorized representatives as of the date first above written.

SIGNED, SEALED and DELIVERED )

By the within named, STATE BANK OF INDIA, )

through its authorized representative )

, its Deputy General Manager, CFPT CARDS,

In the presence of )

1.

2.

SIGNED, SEALED AND DELIVERED )

By the within named VENDOR through its authorized representatives-

)

Mr.....

Mr.....

)

in the presence of )

1.

2.

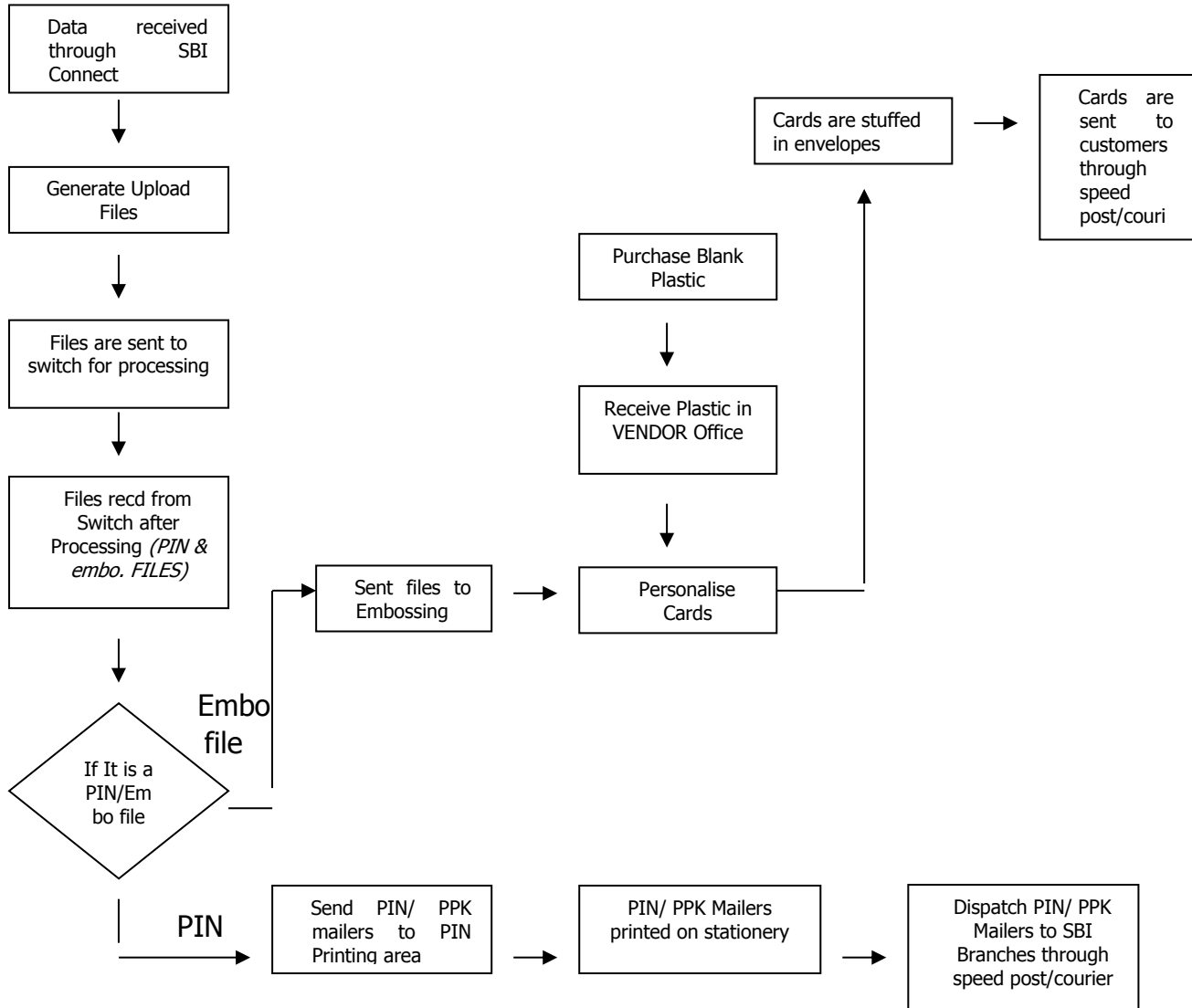


## **ANNEXURES**

|              |                                                                            |
|--------------|----------------------------------------------------------------------------|
| Annexure I   | Process Flow & Quality Checks                                              |
| Annexure II  | Contents of Card Collateral & ISO Norms - Card and PIN/ PPK specifications |
| Annexure III | MIS Formats and Acknowledgement Report format                              |
| Annexure IV  | Billing                                                                    |
| Annexure V   | Performance Guaranty                                                       |

## Annexure I – Process Flow

### Card Processing and Personalisation



In respect of the data sent by LCPC, the Non-personalised and personalized cards will be sent to respective LCPC. In respect of non-personalised cards, post dispatch of cards a data file containing details of card holders will be sent by Switch which will be updated by VENDOR.

### **Overview**

We are using Debit Card Management Service (DCMS) of M/s FSS and M/s Electra for issuance of Debit Cards, debit card for State Bank Group are managed by these two DCMS system. Branches and/ or LCPC's upload card request in CBS and same

is forwarded to ATM department from CBS ( at present on t+1 basis). Files received from CBS are forwarded to Card personalization vendor for Quality Check (QC) and Application Upload File (AUF) generation. DCMS team generates Embossa and PINs/ PPKs based on AUF received. Card personalization vendor to dispatch Cards to customer / branch / LCPC and PINs/ PPKs to branch/ LCPC based on product or request type, as advised by the Bank. Card personalization vendor to manage re-PINS/ PPKS and undelivered cards / PINs/ PPKs also.

➔ Card Personalization vendor to arrange for

1. Dedicated link (primary and backup link, will require firewall approval).
2. SFTP server at bureau, vendor to create user ids for DCMS team.
3. PGP for encryption and decryption of data.
4. QC replication server with QC program as per Bank's requirement at GITC.
5. Web tracking system application as per Bank's requirement (to be hosted on server at GITC), Tracking application should have option to register / submit complaint for non-receipt of card / PIN.
6. Helpdesk Staff at GITC (with mobile connection)
7. Dedicated Help desk at bureau (Monday to Saturday 9:00 am to 6:00 pm, Sunday 10:00am to 5:00pm).
8. Various reports as per bank's requirement, along with daily SMS file with
  - a. Dispatch details, for SMS alert to customer.
  - b. Card / PIN/ PPK undelivered information, SMS alert to customer.
9. To keep record of VISA /MASTER / RUPAY certificates, alert for renewal of certificates (at least 3 months before).
10. Managing undelivered cards (RTO).
11. Managing complaints for Card & PINs.
12. Vendor to acknowledge through mail on receipt of data/ files from DCMS team (EMBO, PIN, image or any other file / information).
13. Corporate user id of India post / courier agency for checking bookings.
14. Embossa deletion confirmation.

➔ **Details of QC Program**

ATM department will share card request files received from CBS. Vendor to run QC program on Core files and generate output files as per Bank's requirement.

Refer Table A below for types of Core files and their format.

QC program to Reject, Approve or put records on Hold.

Refer Table B for QC rules.

QC program process.

- I. Action to be taken on Rejected / Approved / Hold records.
  - a. Rejected records
    - i. Daily mail to branches
    - ii. Weekly mail to LHO/AGM-ATM
  - b. Approved records
    - i. Upload Application Upload File (refer point X for details)
  - c. Hold records
    - i. Inform/ take up with branch for required details.
    - ii. Process records as soon as information is received.
    - iii. Reject records if no information / details received from branch / LHO. (10 days for personalized card requests )

SBI is developing QC functionality internally and may shift this function internally in future.

- II. Maintain Variant / product wise stock of base cards. Auto alert for procurement of base cards. (Thresh hold limit: 3-4 months plastic per variant / product, trend as per card issued earlier.)
- III. Maintain list of unused Article number / AWB, system should alert for allotment of article number / AWB well in advance.
- IV. Check for image / photo cards, put records on hold where image is not uploaded by branch and inform branch to upload image within 2 days to avoid rejection. Card request to be rejected, if no image received within 4 days of notification. Records to be processed as soon as image is received.
- V. Check for availability of branch code in branch master, if branch details not available, put records on hold and inform branch and LHO to share

branch details (through mail and phone). Records to be processed as soon as branch details received from branch / LHO /Bank.

- VI. To maintain product wise stock of base cards, auto mail to Bank / vendor for necessary action for approval of procurement of base cards. (Threshold limit: 3-4 months plastic, trend as per card issued earlier.)
- VII. To maintain sufficient AWB / Article number, auto mail/ alert for new AWB / article series.
- VIII. Daily Reports to branch for cards / PIN/ PPK / Re PIN dispatched for the day and undelivered (RTO) card/PINs/ PPKs re-dispatched to branch.
- IX. Mail to branch for undelivered card / PIN/ PPK received by vendor.
- X. Vendor to upload AUF (Application upload file) after QC. Formats in use

DCMS team  
FSS

File format & Sample file



APPLICATION\_UPLOAD\_FILE\_FORMAT.xls



VDACNC035532608201201.txt

Electra



Card Application Upload file format for CRD622018LP00063 VSGSB29051513142:



- XI. DCMS team will generate PIN/ PPK and EMBO Files. (files will be shared through sftp)

DCMS team  
FSS

File format



EMBO\_FILE\_MASTERS\_GOLD.xls



EMBO\_FILE\_VISA\_GOLD.xls



PIN\_FILE\_FORMAT.xls

FSS Sample



EVDACNC000012407201401.txt



EVGVINC000011211201401.txt



PVDACNC035532608201201.txt

Electra



Embossing File Formats.docx

## Electra Sample

EMB622018NC00036AASB270614.001



EMB50499370002RPISB140815.001



### XII. Vendor to share below mentioned reports on daily basis.

File type  
PIN/ PPK dispatch report

File format



PIN\_dispatch\_rpt.xls

Card dispatch report



Card\_dispatch\_rpt.xls

SMS File for Card dispatch

SMS file for RTO cards



RTOSMS\_ddmmyy\_n  
n.txt

RTO received (for blocking of card)



RTO file format for  
card block.docx

RTO Dispatched

### ➔ PIN/ PPK printing and dispatch

1. Test PINs/ PPKs to be printed in every shift.
2. Proper record / log of PINs/ PPKs printed / rejected to be maintained.
3. Log of PIN/ PPK mailers shredded to be maintained.
4. Proper challan / acknowledgement of PINs/ PPKs / Re PINs dispatched.
5. Ensure single packet for one branch for daily dispatches.
6. Installation and maintenance of CCTV and Access control system with preservation of 90 days CCTV recordings.
7. Ensure availability of shredder, Vacuum cleaner and printers required.
8. Manage dispatch of re PINs.(with covering letter, manual covering letter, format same as used for PIN/ PPK dispatch).
9. Manage RTO of PINs/ PPKs / Re PINs.
10. Update branch master for dispatches of PIN/ Re-PIN.
11. Generate MIS / reports as required by bank. (CMS closure, PIN/ PPK dispatch details, etc.).
12. Manage VIP / Urgent PINs.

### 13. Monitor PINs/ PPKs dispatches ( India Post / Courier).

Card Personalization vendor to dispatch PINs/ PPKs / Re -PINs as per tripartite agreement with Bank, Vendor and India Post / Courier agency. PINs/ PPKs are dispatched to Branch or LCPC based on type of card and request file received from CBS.

Card Personalization vendor to manage undelivered PINs, vendor to dispatch PINs/ PPKs as per SLA, Vendor to generate PDF file to be used as covering letter for dispatches of PINs. Covering letter to include account number and other details of PINs/ PPKs being dispatched with helpdesk contact details.

#### ➔ Dispatch of Card

Card Personalization vendor to dispatch Cards as per tripartite agreement with Bank, Vendor and India Post / Courier agency. Cards are dispatched to customers, Branch or LCPC based on type of card and request file received from CBS. Vendor to take necessary approval/ required details from ATM (I&S) regarding dispatch of Card and PINs. Vendor dispatch Card and PIN/ PPK as per SLA.

Daily report of cards dispatched to be uploaded by vendor with soft copy of acknowledgement / challan from India Post / Courier agency.

Card Personalization vendor to manage undelivered Cards, vendor to share list of undelivered cards and take confirmation of card blocking from DCMS team, on receipt of confirmation, vendor to dispatch card to branch as per SLA with covering letter for Branch.

Daily report of undelivered cards received and dispatched to be shared with Bank.

#### ➔ Monthly Card count confirmation to circles

Vendor to share dispatch details of card & PIN/ PPK along with soft copy of Challan on daily basis, based on the daily dispatch details received for the month, card count details / confirmation will be shared with circles for payment(through web application). Vendor to submit bills on the basis of dispatch details shared for the month. No separate monthly report will be required from vendor for card count confirmation.

1. Daily Report with details of cards, PINs, re-PINs, RTO cards dispatched.
2. Daily challan / acknowledgement for card, RTO cards, PINs/ PPKs or re-PINs dispatched (acknowledgement from India post / courier agency).

➔ Daily Email notification to :

1. Branch for records rejected in QC. (with reason for rejection and solution)
2. Branch for cards and PIN/ PPK dispatched for the day.(details of cards and PIN/ PPK dispatched for the day)
3. Branch for undelivered card & PIN. (details of RTO card and PIN/ PPK for the day)
4. For address confirmation of new branches, request for address where address is not available (copy to LHO).

➔ Activities Involved

|                                                  |   |               |
|--------------------------------------------------|---|---------------|
| Card request in CBS                              | ➔ | Branch / LCPC |
| Extraction of card requests uploaded by branches | ➔ | CBS           |
| Sharing of card request file with vendor team    | ➔ | ATM / DCMS    |
| QC and AUF generation                            | ➔ | Vendor        |
| EMBO / PIN/ PPK generation                       | ➔ | ATM           |
| Dispatch of card / PIN                           | ➔ | Vendor        |

➔ Helpdesk



Card personalization vendor to provide web tracking tool for branches to check status of Card and PIN, option to log complaint for non-receipt of card / PIN/ PPK should also be made available in tracking tool. Vendor to arrange for dedicated help desk at their premises to support branches/ LCPCs.

Vendor to depute one official at GITC to coordinate with Bank team for daily activity and manage escalated complaints.



**Table A**

1. Bank will upload Core files (card request files) on vendor's SFTP server. At present six files, details of core files for SBI are as given below ;

| File Name               | Description                                                                                                                                    | File Format                                                                                                             |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| CB<ddmmyy>.<cs>.gz      | Card request file for existing customers, request uploaded by branch.                                                                          | <br>CBddmmyy_file_format_Aug2015.xls |
| CW<ddmmyy>.<cs>.gz      | Card request for new customers, request received via LCPC.                                                                                     |                                                                                                                         |
| CN<ddmmyy>.<cs>.gz      | Card request file for existing customers, request uploaded by branch through bulk upload. Vendor to use different welcome letter, if required. |                                                                                                                         |
| CR<ddmmyy>.<cs>.gz      | Card request file for existing customers, request uploaded by branch through bulk upload. Vendor to use different welcome letter, if required. |                                                                                                                         |
| CB<ddmmyy>.n cf.<cs>.gz | Card request for non-personalized cards (future customers).                                                                                    | <br>CB_NCF_file_format_Aug2015.xls   |
| CB<ddmmyy>.n pc.<cs>.gz | Update file after issuance of non-personalized card to customer.                                                                               | Same as CB<ddmmyy>.<cs>.gz                                                                                              |

CS=checksum, first letter of file name will be as under for associate banks.

| Bank | First letter | Example              |
|------|--------------|----------------------|
| SBI  | C            | CB<ddmmyyyy>.<cs>.gz |

**Quality Check**

The QC will be carried out on input files as per arrangement from time to time. For present, these are given below.

1. Name field (Minimum three and maximum 25 characters).
2. Addresses to be rejected
  - i. C/O SBI.
  - ii. Overseas address (except in case of LCPC and foreign offices / branches).
  - iii. Area PIN Code not mentioned / in correct Area code mentioned.
3. Already processed in last 15 days to be rejected.
4. BIN digit mismatch to be rejected.
5. BIN number not mentioned to be rejected.
6. Erroneous E or S flags to be rejected.
7. Fourth line in Combo Cards missing to be rejected.
8. Primary and Secondary Accounts being same primary account to be attached only.
10. Blocked for LCPC to be rejected.
12. Product identifier missing to be rejected.
13. Wrong pattern of file to be rejected.
14. Files processed once should not be processed again.
15. Reject if It is a duplicate request within file (primary key CIF + Account no. + Product).
16. Reject if, Incomplete address received in card request.
17. Reject if, EMBOSSA Name contains special characters.
18. Reject if, Embossa name starts with Number or special character.
19. Reject request if record is not complete.
20. Check for other rules as shared by Bank.
21. Put records on hold, if branch address not updated in branch master table.
22. Put records on hold, if product is not configured in vendor's system, vendor to take up with ATM department for further course of action.

23 To make provision for forced rejection of records in QC on the basis of requests received from branch / LCPC.

24 manage photo cards in QC program, requests received without photo to be rejected. (photo cards like MAHE, Pehli udaan, Pehla kadam etc.)

25. To ensure that no AWB number allotted by DOP to other vendors and shared by the other vendors with VENDOR, be allotted to any article.

Vendor to take approval from ATM (I&S) before implementing QC rules.

Bank is preparing to have QC in-house and may shift QC in-house in future.

## ANNEXURE II

### **BASE CARD:**

- Card Body Material: PVC
- Type of Manufacturing: Multi Layer Laminated Card
- Magnetic Stripe: 2750 Oe three track. Follow ISO 7811-6 for Hico.
- Card Dimension:
  1. Length: 85.47~85.72
  2. Width: 53.92 ~54.03 mm
  3. Thickness: 0.8 mm(+/-0.04mm)
- Peel Strength: 2Lbf/in
- Peel Strength Test as prescribed vide ISO/IEC 10373-1
- Dual Interface Card Body should be certified by VISA ,MasterCard and RuPay
- Other parameters of the card should comply with ISO 7810, ISO 7816 and ISO 14443 standards

### **COLLATERALS BILINGUAL WITH FOUR COLOUR PRINTING**

#### **Card Carrier**

Length        29 cms (A4)  
Breadth       21 cms  
Paper GSM    90 GSM

#### **Card Pouch**

Length        9 cms  
Breadth       6 cms  
Paper GSM 130 GSM, Outside Laminated, non-tearable, water resistant

#### **Envelope**

Length        23 cms  
Breadth       11.5 cms  
Paper GSM    90 GSM Outside Laminated

#### **Brochure (manual)**

Length        21 cms (28 pages including cover, printed both side)

|           |                                           |
|-----------|-------------------------------------------|
| Breadth   | 8.5 cms                                   |
| Paper GSM | Cover-130GSM/Coated<br>Text-90Gsm/ Coated |

### **PIN/PPK MAILERS**

|           |                                     |
|-----------|-------------------------------------|
| Length    | 24.3 cms                            |
| Breadth   | 9.4 cms                             |
| Paper GSM | 70 GSM upper layer and 80GSM lower. |

### **WINDOW PIN/ PPK ENVELOPES**

|           |                      |
|-----------|----------------------|
| Size      | 28 cmX 12.7 cm       |
| Paper GSM | 90 GSM/ Butter Paper |

Printed & laminated Envelope (130 GSM) for PIN/ PPK Dispatch in bulk, to branches.

### **OTHER PACKING MATERIAL – (For Bulk dispatch of Cards & PINs/ PPKs to LCPCs)**

Printed & laminated Envelope (110 GSM) for RTO card Dispatch  
Colour tapes (48mm & 45 Micron) for location identification  
Sticker labels (Paper & Thermal)  
Corrugated Boxes with printing for different Kits 140 GSM & (5 & 7 Ply)

Plastic Envelops- A4 size envelopes (untreatable)

|                  |          |
|------------------|----------|
| Length           | 34.2 cms |
| Width            | 25.5 cms |
| Below punch edge | 1.3 cm   |

Specifications for collaterals as above are not applicable for special design EMV Chip cards having special design superior quality collateral.

Specifications of Collateral of Platinum Cards presently in use are as under:

**Welcome booklet:**

- Ø Size – 8.5" x 4.5" (Closed)
- Ø Paper – 300GSM Magno Star Gloss for cover and 170GSM Magno Star Gloss for inside
- Ø Printing – 5 colour with online aqueous coating
- Ø Fabrication – Lamination on cover and center PIN/ PPK binding

**Welcome letter:**

- Ø Size – 8.25" x 11.75"
- Ø Paper - 120GSM Super Printing Paper
- Ø Printing - 4 colour

**Welcome kit envelope:**

- Ø Size – 8.70" x 4.70"
- Ø Paper - 300GSM SBS Board
- Ø Printing - 4 colour
- Ø Fabrication - Lamination, die cutting and pasting

## Annexure III

### **MIS Formats & Acknowledgement report format**

- 1 Daily PIN/ PPK dispatch details updated on tracking system.
- 2 PDF and CSV file daily sent.
- 3 Daily SBI new branches details updated from interface mail received.
- 4 Daily old backlog data report with action taken.
- 5 Daily repin and reprint is done from EDCMS.
- 6 Daily report on rejected file advised to concerned branches and branches address updated.
- 7 Hold data report with reasons.
- 8 Daily Data received from EDCMS team processed and if any gaps are there advised to concerned team.
- 9 Daily Report on pending communications and telecom, complaints received by helpdesk.
- 10 Weekly Report on all VIP card request processed and dispatched/delivered to ASC/customer address.
- 11 SMS file sent (Daily).
12. Daily Card, PIN/ PPK and re-PIN dispatch report.
13. Daily RTO dispatch report.

Periodicity of all above reports is Daily.

MIS requirements as stated above may vary and may be modified during the course of contact period as per requirements of the bank. Finally selected bidders shall not be entitled for any remuneration for fulfilling such new requirements.

## ANNEXURE IV – BILLING

| S.No. | Activity / Item                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Price * (without Hologram and excluding GST) |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 1.    | Procurement of Plastic with Hi-Co Mag Stripe & EMV / Chip Minimum 16K JAVA DDA (Without Hologram)                                                                                                                                                                                                                                                                                                                                                                   |                                              |
| 2     | Personalisation, Collaterals [as per Ann-3], storage of Stationary, stuffing, fulfilment, etc. as under.<br>a) Welcome Letter<br>b) User Guide<br>c) Pouch<br>d) Window envelope<br>e) All other services like (Receiving/transmitting of data, stuffing of welcome letter, collaterals, fixation of card, card pouch, dispatch arrangement of cards as per Bank's instructions and storage, MIS data and queries, Insertion of additional leaflet/brochure if any) |                                              |
| 3     | Quality Check (QC)                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                              |
| 4     | Contactless Antenna with Supporting chip                                                                                                                                                                                                                                                                                                                                                                                                                            |                                              |
| 5     | Color core                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              |
| 6     | Hot Stamping                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                              |
| 7     | Customer photo printing on card [Thermal retransfer technology]                                                                                                                                                                                                                                                                                                                                                                                                     |                                              |
| 8     | Background image printing on card [Thermal retransfer technology or Colour laser engraving]                                                                                                                                                                                                                                                                                                                                                                         |                                              |
| 9     | RTO Management                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                              |
| 10    | Metal foil                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              |
| 11    | Translucent                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                              |
| 12    | Spot varnish                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                              |
| 13    | a) PIN/PPK Printing Charges<br>b) Pin Mailer + PIN Envelope + covering letter + outer envelope + dispatch arrangement of PIN/PPK mailers as per Bank's instructions and storage.                                                                                                                                                                                                                                                                                    |                                              |
| 14    | Hologram**                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              |
|       | Total Cost*                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                              |

\* GST/Excise Duty/Sales Tax/VAT/Service Tax or any other Tax by whatever name introduced by the Government of India/State Government, in future, to merge/replace / rename/ substitute or withdraw any or all of these taxes shall be paid as extra as applicable.



\*\* Price of VISA hologram (Rs.0.85) shall also be applicable for other schemes (MC/RuPay), vendors will bill the Bank at this rate.

| <b>Special Design Collateral for Platinum and Business Debit Cards</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                         |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| <b>S.No.</b>                                                           | <b>Activity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Price *<br/>(without Hologram and excluding GST)</b> |
| 1                                                                      | <p><b>Welcome booklet:</b></p> <ul style="list-style-type: none"> <li>Ø Size – 8.5" x 4.5"</li> <li>Ø Paper – 300 GSM Magno Star Gloss for cover and 170GSM Magno Star Gloss for inside</li> <li>Ø Printing – 5 colour with online aqueous coating</li> <li>Ø Fabrication – Lamination on cover and center PIN/ PPK binding</li> </ul> <p><b>Welcome letter:</b></p> <ul style="list-style-type: none"> <li>Ø Size – 825" x 11.75"</li> <li>Ø Paper – 120 GSM Super Printing Paper</li> <li>Ø Printing - 4 colour</li> </ul> <p><b>Welcome kit envelope:</b></p> <ul style="list-style-type: none"> <li>Ø Size – 8.70" x 4.70"</li> <li>Ø Paper – 300 GSM SBS Board</li> <li>Ø Printing - 4 colour</li> <li>Ø Fabrication - Lamination, die cutting and pasting</li> </ul> |                                                         |

\* GST/Excise Duty/Sales Tax/VAT/Service Tax or any other Tax by whatever name introduced by the Government of India/State Government, in future, to merge/ replace / rename/ substitute or withdraw any or all of these taxes shall be paid as extra as applicable.

| <b>Contact EMV Cards without Hologram to be used mainly as Proprietary cards, Pre-paid Cards and Foreign Cards, etc.</b> |                 |                                                     |
|--------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------|
| <b>S.No.</b>                                                                                                             | <b>Activity</b> | <b>Price * (without Hologram and excluding GST)</b> |
| 1                                                                                                                        | Base Card       |                                                     |
| 2                                                                                                                        | Personalisation |                                                     |

\* GST/Excise Duty/Sales Tax/VAT/Service Tax or any other Tax by whatever name introduced by the Government of India/State Government, in future, to merge/replace / rename/ substitute or withdraw any or all of these taxes shall be paid as extra as applicable.

\* All rates are excluding taxes i.e. GST/Excise Duty, VAT/Sales Tax and Service tax as applicable.

REPIN: For regeneration of PINS, no extra charge in case of illegible/mutilated PIN/PPK mailer. However for re-PIN/ PPK for other reasons, an amount of Rs 0.00 + taxes will be billed for each re-PIN

## Annexure V

### PERFORMANCE BANK GUARANTEE FORMAT (TO BE STAMPED AS AN AGREEMENT)

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 201 by ..... (Name of the Bank)..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at-----(**procuring office address**), hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "**Service Provider/ Vendor**") which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to supply of hardware/software and/ or services(hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No.\_NB/PS/SN/RFP/2018-19/001 Dated : 29.05.2018 WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year(s).

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs.\_\_\_\_/- (Rupees\_\_\_\_only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs.\_\_\_\_/- (Rupees\_\_\_\_only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs.\_\_\_\_/- (Rupees\_\_\_\_only).

### **NOW THIS GUARANTEE WITNESSETH THAT**

5. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs.\_\_\_\_/- (Rupees\_\_\_\_only).
6. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
7. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.
8. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

### **WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-**

- (viii) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ix) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (x) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.

- (xi) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (xii) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (xiii) This Guarantee shall remain in full force and effect for a period of \_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (xiv) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

(a) Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_/-  
(Rupees\_\_\_\_\_only)

(b) This Bank Guarantee shall be valid upto.....

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

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Authorised official

**EVALUATION MATRIX**

| <b>EVALUATION MATRIX</b>                     |                                                                                  |                             |                                                                                       |                          |   | <b>PROSPECTIVE BIDDERS</b> |          |          |          |          |
|----------------------------------------------|----------------------------------------------------------------------------------|-----------------------------|---------------------------------------------------------------------------------------|--------------------------|---|----------------------------|----------|----------|----------|----------|
| <b>FOR EMPANELMENT OF DEBIT CARD VENDORS</b> |                                                                                  |                             |                                                                                       |                          |   |                            |          |          |          |          |
| <b>TOTAL: 100 MARKS</b>                      |                                                                                  | <b>QUALIFYING MARKS: 75</b> |                                                                                       |                          |   | <b>A</b>                   | <b>B</b> | <b>C</b> | <b>D</b> | <b>E</b> |
|                                              | <b>Description</b>                                                               | <b>Matrix</b>               |                                                                                       |                          |   | <b>MARKS SCORED</b>        |          |          |          |          |
| 1.                                           | Financial Parameters (15)<br>(Based on Average of FY 2015-2016 and FY 2016-2017) | a.                          | Net worth (5)                                                                         |                          |   | 0                          | 0        | 0        | 0        | 0        |
|                                              |                                                                                  |                             | i.                                                                                    | Negative                 | 0 |                            |          |          |          |          |
|                                              |                                                                                  |                             | ii.                                                                                   | Upto 10 crore            | 1 |                            |          |          |          |          |
|                                              |                                                                                  |                             | iii.                                                                                  | > 10 crore to 25 crore   | 2 |                            |          |          |          |          |
|                                              |                                                                                  |                             | iv.                                                                                   | > 25 crore               | 5 |                            |          |          |          |          |
|                                              |                                                                                  | b.                          | Turn over (5)                                                                         |                          |   |                            |          |          |          |          |
|                                              |                                                                                  |                             | i.                                                                                    | 50 crore to 100 crore    | 2 |                            |          |          |          |          |
|                                              |                                                                                  |                             | ii.                                                                                   | > 100 crore to 150 crore | 3 |                            |          |          |          |          |
|                                              |                                                                                  |                             | iii.                                                                                  | > 150 crore to 200 crore | 4 |                            |          |          |          |          |
|                                              |                                                                                  |                             | iii.                                                                                  | > 200 crore              | 5 |                            |          |          |          |          |
|                                              |                                                                                  | c.                          | Profit / Loss (5)                                                                     |                          |   |                            |          |          |          |          |
|                                              |                                                                                  |                             | i.                                                                                    | Loss in last 2 years     | 0 |                            |          |          |          |          |
|                                              |                                                                                  |                             | ii.                                                                                   | Loss in 1 years          | 2 |                            |          |          |          |          |
|                                              |                                                                                  |                             | iii.                                                                                  | Profit in both years     | 5 |                            |          |          |          |          |
| 2.                                           | Experience (15)                                                                  | a.                          | Experience in Debit /Credit/Prepaid Card personalization in India Magnetic Stripe (2) |                          |   |                            |          |          |          |          |
|                                              |                                                                                  |                             | i.                                                                                    | < 1 year                 | 0 |                            |          |          |          |          |
|                                              |                                                                                  |                             | ii.                                                                                   | > 1 year < 3 years       | 1 |                            |          |          |          |          |
|                                              |                                                                                  |                             | iii.                                                                                  | > 3 years < 5 years      | 2 |                            |          |          |          |          |
|                                              |                                                                                  | b.                          | Experience in Debit /Credit/Prepaid Card personalization EMV Chip (3)                 |                          |   |                            |          |          |          |          |
|                                              |                                                                                  |                             | i.                                                                                    | < 1 year                 | 1 |                            |          |          |          |          |
|                                              |                                                                                  |                             | ii.                                                                                   | 1 year to < 2 years      | 2 |                            |          |          |          |          |
|                                              |                                                                                  |                             | iii.                                                                                  | > 2 years                | 3 |                            |          |          |          |          |

|    |                         |    |                                                                                   |                                      |   |  |  |  |  |
|----|-------------------------|----|-----------------------------------------------------------------------------------|--------------------------------------|---|--|--|--|--|
| 3. | Technical Platform (45) | c. | Experience in PIN Mailers Management (5)                                          |                                      |   |  |  |  |  |
|    |                         |    | i.                                                                                | No experience                        | 0 |  |  |  |  |
|    |                         |    | ii.                                                                               | Through outsourcing                  | 2 |  |  |  |  |
|    |                         |    | iii.                                                                              | On its own                           | 5 |  |  |  |  |
|    |                         | d. | Experience in providing High end solutions like DI Cards and Image Cards etc. (5) |                                      |   |  |  |  |  |
|    |                         |    | i.                                                                                | No experience                        | 0 |  |  |  |  |
|    |                         |    | ii.                                                                               | Nominal                              | 2 |  |  |  |  |
|    |                         |    | iii.                                                                              | Enough Experience                    | 5 |  |  |  |  |
|    |                         | a. | Card personalization capacity per day (5)                                         |                                      |   |  |  |  |  |
|    |                         |    | i.                                                                                | < 50000                              | 1 |  |  |  |  |
|    |                         |    | ii.                                                                               | 50000 to < 100000                    | 2 |  |  |  |  |
|    |                         |    | iii.                                                                              | 100000 to < 200000                   | 3 |  |  |  |  |
|    |                         |    | iv.                                                                               | 200000 & above                       | 5 |  |  |  |  |
|    |                         | b. | Stuffing of Cards & Collaterals (5)                                               |                                      |   |  |  |  |  |
|    |                         |    | i.                                                                                | In house team (on pay roll)          | 5 |  |  |  |  |
|    |                         |    | ii.                                                                               | In house team (not on pay roll)      | 3 |  |  |  |  |
|    |                         |    | iii.                                                                              | Outsourced                           | 0 |  |  |  |  |
|    |                         | c. | Dispatch Management (5)                                                           |                                      |   |  |  |  |  |
|    |                         |    | i.                                                                                | No experience                        | 0 |  |  |  |  |
|    |                         |    | ii.                                                                               | Through outsourcing                  | 2 |  |  |  |  |
|    |                         |    | iii.                                                                              | On its own                           | 5 |  |  |  |  |
|    |                         | d. | Complaint resolution (5)                                                          |                                      |   |  |  |  |  |
|    |                         |    | i.                                                                                | Help Desk having up to 3 members     | 1 |  |  |  |  |
|    |                         |    | ii.                                                                               | Help Desk having 3 - 6 members       | 2 |  |  |  |  |
|    |                         |    | iii.                                                                              | Help Desk having more than 6 members | 5 |  |  |  |  |
|    |                         | e. | Security for Card Personalization (5)                                             |                                      |   |  |  |  |  |
|    |                         |    | i.                                                                                | Physical only                        | 1 |  |  |  |  |
|    |                         |    | ii.                                                                               | Double Door + Physical               | 3 |  |  |  |  |
|    |                         |    | iii.                                                                              | CCTV Cameras+ (ii) above             | 5 |  |  |  |  |

|  |  |    |                            |                                                                                                     |   |  |  |  |  |  |
|--|--|----|----------------------------|-----------------------------------------------------------------------------------------------------|---|--|--|--|--|--|
|  |  | f  | Certification (5)          |                                                                                                     |   |  |  |  |  |  |
|  |  |    | i.                         | All required certificates in place and validity not expiring in near future.                        | 5 |  |  |  |  |  |
|  |  |    | ii.                        | Any certificate missing or with inadequate validity period                                          | 0 |  |  |  |  |  |
|  |  | g  | Disaster Recovery (5)      |                                                                                                     |   |  |  |  |  |  |
|  |  |    | i.                         | More than one Personalization Bureaus located in different states of India with matching capacities | 5 |  |  |  |  |  |
|  |  |    | ii.                        | More than one Personalization Bureaus located in different states of India                          | 4 |  |  |  |  |  |
|  |  |    | iii.                       | Single Personalization Bureau                                                                       | 0 |  |  |  |  |  |
|  |  | h  | Base card Production (5)   |                                                                                                     |   |  |  |  |  |  |
|  |  |    | i.                         | Own base card production facility available in India                                                | 5 |  |  |  |  |  |
|  |  |    | ii.                        | Base cards to be procured from own facility located outside India                                   | 2 |  |  |  |  |  |
|  |  |    | iii.                       | Base cards to be procured from other suppliers.                                                     | 0 |  |  |  |  |  |
|  |  | i. | Available Technologies (5) |                                                                                                     |   |  |  |  |  |  |
|  |  |    | i.                         | Basic technologies for EMV chip cards personalization available                                     | 3 |  |  |  |  |  |
|  |  |    | ii.                        | Best technologies available to satisfy bank's present and future requirements                       | 5 |  |  |  |  |  |



|       |                                  |                                                                                                              |                                                                                         |                                                                              |    |   |   |   |  |  |
|-------|----------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----|---|---|---|--|--|
| 4.    | General strength of company (15) | a.                                                                                                           | General strength of company based on data submitted by the bidder and market reports(5) |                                                                              |    |   |   |   |  |  |
|       |                                  |                                                                                                              | i.                                                                                      | Financially strong company with state of art technologies.                   | 5  |   |   |   |  |  |
|       |                                  |                                                                                                              | ii.                                                                                     | Financially strong company with satisfactory level of technical capabilities | 3  |   |   |   |  |  |
|       |                                  |                                                                                                              | iii.                                                                                    | Week both financially and technologically.                                   | 0  |   |   |   |  |  |
|       |                                  | b.                                                                                                           | Feed Back from customers (10)                                                           |                                                                              |    |   |   |   |  |  |
|       |                                  |                                                                                                              | i.                                                                                      | Excellent feed back                                                          | 10 |   |   |   |  |  |
|       |                                  |                                                                                                              | ii.                                                                                     | Good feed back                                                               | 8  |   |   |   |  |  |
|       |                                  |                                                                                                              | iii.                                                                                    | Satisfactory feed back                                                       | 5  |   |   |   |  |  |
|       |                                  |                                                                                                              | iv.                                                                                     | Adverse feed back                                                            | 0  |   |   |   |  |  |
|       |                                  |                                                                                                              |                                                                                         |                                                                              |    |   |   |   |  |  |
| 5.    |                                  | Marks to be allocated based on feedback of the Bank's Official after site visit to the bidder's facility (5) |                                                                                         | 10                                                                           |    |   |   |   |  |  |
| TOTAL |                                  |                                                                                                              | 100                                                                                     | 0                                                                            | 0  | 0 | 0 | 0 |  |  |