



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

REF No: P&SP/PS/SN/RFP/2019-20/001

DATED : AUGUST 28, 2019

**STATE BANK OF INDIA
PAYMENTS & SPECIAL PROJECTS DEPARTMENT
CORPORATE CENTRE,
1st FLOOR, C WING, MITTAL TOWERS,
NARIMAN POINT, MUMBAI 400 021.**

Schedule of Events

SI No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	SUJAY KUMAR YADAV Dy. General Manager (Debit Cards), 022 – 22835514 dgm.debitcards@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 https://bank.sbi/portal/web/home/procurement-news and https://etender.sbi from 11.00 Hrs August 28, 2019 to 13.00 Hrs September 23, 2019
3	Last date for requesting clarification	Upto 13:00 Hrs on September 05, 2019 All communications regarding points / queries requiring clarifications shall be given online.
4	Pre - bid Meeting at (venue)	From 11:00 Hrs to 13:00 Hrs on September 09, 2019 at SBI Conference Hall, 10 th Floor, State Bank Bhavan, Corporate Centre, Madame Cama Road, Nariman Point, Mumbai 400 021.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On September 16, 2019
6	Last date and time for Bid submission	Upto 13:00 Hrs on September 23, 2019
7	Address for submission of Bids	Online in https://etender.sbi Help Desk for Tender Submission: Shri. Jaymeet/Sujith/Vinayak Landline: 079-68136829/57/59 Mobile: 09081000427/09904407997
8	Date and Time of opening of Technical Bids	15:00 a.m. on September 23, 2019

9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.	
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
11	Tender Fee	Rs.1,00,000/- (Rupees One Lakh only) Amount should be deposited in A/c No. 10768099489, IFSC - SBIN0008586. Account Name: SBI Collection Account OAD. Please mention " RFP for Cards – Bidder Name " Tender fee will be non-refundable .	
12	Earnest Money Deposit	Rs. 50,00,000/- (Rupees Fifty Lakhs only) Amount should be deposited in A/c No. 10768099489, IFSC - SBIN0008586. Account Name: SBI Collection Account OAD. Or Bank Guarantee as per Appendix S. EMD shall be valid upto 180 days from bid submission date. Bidder should deposit EMD and Tender Fee separately.	
13	Bank Guarantee	Total Performance Security BG amount is Rs.32 Crores. Each of the successful bidders namely L1, L2 and L3 shall submit the Performance Guarantee in proportion to the value of the contract awarded.	Performance Security in form of BG should be valid for 3 (Three) years and three months from the effective date of the Contract.
14	Transition Penalty	Rs.50,00,000/-	
15	Contact details of agency appointed for conducting Reverse Auction	Will be intimated later to technically qualified Bidders	

Notice Inviting e-Tender

RFP for Procuring, Processing and Personalisation of Cards and Services

State Bank of India, Payments & Special Projects Department, having its Corporate Centre at First Floor, C-Wing, Mittal Tower, Nariman Point, Mumbai 400 021 invite two bid online tenders for selection of vendors for Procuring, Processing and Personalisation of Cards and Services.

The captioned RFP shall be undertaken through Online e-Tender Portal:


<https://etender.sbi>

Basic Details

Issuing Department	Deputy General Manager (CFPT Cards), State Bank of India, Payments & Special Projects Department, Corporate Centre, First Floor, C – Wing, Mittal Tower, Nariman Point Mumbai – 400 021. eMail : dgm.debitcards@sbi.co.in cc: agm.debitcards@sbi.co.in
Reference No	P&SP/PS/SN/RFP/2019-20/001 Dated 28.08.2019
Brief scope of work	RFP for Procuring, Processing and Personalisation of Cards and Services
Details Scope of work	As per appendix -6
Product / Service / Work Keyword*	RFP For Procuring, Processing and Personalisation of Cards and Services
Stage	Two Stages : Technical Bid and Price Bid
Bid Validity period (in days)	180 days
Download Document	After login
Type of Contract	Goods and Services
Digital Certificate Required	Yes
e-Tendering Agency	M/s.e-Procurement Technologies Ltd. HELP DESK FOR e-TENDERING Name : Shri. Jaymeet/Sujith/Vinayak Landline : 079-68136829/57/59 Mobile : 09081000427/09904407997

Bid submission configuration

Bid Evaluation	Multiple item
Mode of bid submission	Online

RFP for Procuring, Processing and Personalisation of Cards and Services	
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Bidding access	Open
Base currency	INR
Bidding Type	NCB/Domestic
Consortium	Do not allow
Bid Withdrawal	Allow Upto the Date and time of Bid submission date and time

Key configuration

Bidding Variant*	Buy
Pre-Bid meeting	Allow
Mode of pre-bid meeting	Offline

Dates Configuration :

Document downloading Start date	28.08.2019 - 11.00 hrs
Document downloading end date	23.09.2019 - 13.00 hrs
Bid submission start date	16.09.2019 - 13.00 hrs
Bid submission end date	23.09.2019 - 13.00 hrs
Bid opening date	23.09.2019 - 15.00 hrs
Pre-Bid Query Submission End Date	05.09.2019 - 13.00 hrs
Pre-Bid Meeting start date	09.09.2019 - 11.00 hrs
Pre-Bid Meeting end date	09.09.2019 - 13.00 hrs
Pre-Bid response date	16.09.2019 - 11.00 hrs

Pre-bid requirements :

Step :

(a) Pre-Bid queries to be obtained Online

Vendor Name@	Sl. No	Appendix	Page No	Clause No.	Existing Clause	Query/Suggestions

@ Vendor Name should not be visible to Bidder but should be available to the Bank for download.

NB : Bidder should be allotted to submit the Pre-bid queries in the form given above. No separate upload of file (any type) should be permitted.

**(b) Offline Pre-bid meeting :
Pre-Bid Meeting Venue :**

State Bank of India,
Payments & Special Projects Department,
Corporate Centre,
Conference Hall, 10th Floor, State Bank Bhavan,
Nariman Point, Mumbai – 400 021.
Maharashtra - India

**(c) Bank will share the responses to the queries requires to be uploaded at
Online at the site**

Sl. No	Appendix	Page No	Clause No.	Existing Clause	Query/Suggestions	Bank Responses to the queries

(d) During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received through Online e-Tender Portal.

(e) Bank will share the amendment(s), If any to be published at Online Site

1. Tender Fee:

Pay Non-Refundable Tender Fee of Rs.1,00,000/- to be deposited in:

Account No. 10768099489

IFSC - SBIN0008586. BANK : STATE BANK OF INDIA

Account Name: SBI Collection Account OAD.

Please mention **"RFP for Cards – Bidder Name"**

2. Documents Submission:

(i) Earnest Money Deposit:

Offline: The EMD for an amount of Rs.50,00,000/- (Rupees Fifty Lakhs only) to be deposited in:

Account No. 10768099489,

IFSC - SBIN0008586.

Account Name: SBI Collection Account OAD.

Please mention "RFP for Cards – Bidder Name"

OR

in the form of Bank Guarantee, valid for a period of 6 months from the date of Bid Opening, to be submitted physically to:

The Deputy General Manager (CFPT Cards), State Bank of India, Payments & Special Projects Department, Corporate Centre, First Floor, C-Wing, Mittal Tower, Nariman Point, Mumbai – 400 021, Maharashtra by 13.09.2019 13.00 hrs by a separate envelope subscribed **“EMD for RFP No. P&SP/PS/SN/RFP/2019-20/001 dated 28.08.2019”** and subsequent amendments thereto.

Bank Guarantee on the lines of Appendix-S, issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India, Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.

(ii) Pre-Contract Integrity Pact :

Pre-Contract Integrity Pact duly stamped and signed by the Bidder on each page and witnessed by two persons as per proforma at Appendix–N to be submitted physically to :

The Deputy General Manager (CFPT Cards), State Bank of India, Payments & Special Projects Department, Corporate Centre, First Floor, C-Wing, Mittal Tower, Nariman Point, Mumbai – 400 021, Maharashtra **by 23/09/2019 13.00 hours subscribed “Pre-Contract Integrity Pact” for RFP No: P&SP/PS/SN/RFP/2019-20/001 dated 28/08/2019** and subsequent amendments thereto.

3. Non-submission of and Pre-Contract Integrity Pact duly stamped and signed by the Bidder before date and time mentioned above will render the Bidder disqualified for further process of procurement.



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1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches, Subsidiaries and Joint Ventures available at various locations and managed by the Bank and Regional Rural Banks sponsored by State Bank of India (collectively referred to as **State Bank Group or 'SBG'** hereinafter) is India's largest Bank. SBI has the branch network of more than 22000 Branches with over 59000 ATMs in the country and 316 million Debit Card customers. SBI is leading Debit Card issuer in India issuing on an average about 2.5 million Debit Cards (both contact and contactless cards) per month on VISA, MasterCard and RuPay platforms along with proprietary ATM Cards including photo cards and Combo Cards.

In view of the large customer base of SBI and importance of quality of customer service in Debit Card related areas, we propose to have a panel of vendors capable of rendering End to End solutions in supplying Debit Cards and related services.

This Request for Proposal (RFP) is being issued by **the Bank** on behalf of **SBG** for selection of vendors for Procuring, Processing of Cards and PIN/PPKs, and Personalization (embossing/indenting or any other method approved by Schemes) of EMV Contact Cards, EMV Contactless cards, Dual Interface Cards, Image Cards, printing of PIN/PPK mailers and Collaterals for SBG and dispatch thereof along with related services viz, RTO management, Help Desk activity, MIS, etc.

- ii. In order to meet the service requirements, the Bank proposes to invite Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.

- iv. Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.
- vi. This RFP 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 RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Products and services 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 **Services** adhering to Bank's requirements outlined in this RFP.

2. DISCLAIMER:

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- 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 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 Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

3. DEFINITIONS:

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

- i. **"The Bank"** means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures and Regional Rural Banks sponsored by State Bank of India.
- ii. **"Bidder/Channel Partner"** means either the Original Card Manufacturer (OCM) or the Procurer who procures the cards from the OCM.
- 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 Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Total Contract Price/Project Cost/Total Cost of Ownership"** means the price payable to Product and Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the RFP, L2, and L3 Bidders who come out successful in the reverse auction and who accept to match the L1 price discovered and to whom notification of award has been given by the Bank.
- vii. **"Services"** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.
- viii. **"PPK" is Pre Printed Kit**
- ix. **"Bulk Upload Cards"** – Bulk upload volume for L1 vendor is 1,00,000 cards, L2 vendor is 60,000 Cards and L3 vendor is 40,000 cards apart from normal card issuance.

4. SCOPE OF WORK:

As given in **Appendix-E** of this document.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B, B1 & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

- a. Either the OCM or the Procurer is allowed to bid. Both cannot bid simultaneously. If bids are received from both OCM and the Procurer, the same may be rejected.
- ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-N** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

6. COST OF BID DOCUMENT:

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:

- i. Bidder requiring any clarification on RFP may notify the Bank in writing **strictly as per the format** given in **Appendix-L** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. 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.
- iii. 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.
- iv. The Bank 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 RFP, 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. The Bank, 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 addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. 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**.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-S**.
- 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 technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
 - (c) 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
 - (d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.

- 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.

10. BID PREPARATION AND SUBMISSION:

i. E-TENDERING:

This RFP will follow e-Tendering Process (e-Bids) as under which will be conducted by Bank's authorised e-Tendering Vendor M/s. e-Procurement Technologies Ltd. through the website <https://etender.sbi>.

- a) Vendor Registration
- b) Publish of RFP
- c) Online Pre-Bid Queries
- d) Pre-Bid Meeting : Offline
- e) Online Response of Pre-Bid Queries
- f) Corrigendum/Amendment (if required)
- g) Bid Submission
- h) Bids Opening
- i) Pre-Qualification
- j) Bids Evaluation
- k) Reverse Auction with Qualified Bidders
- l) Contract Award

- ii. Representative of Vendors may contact the Help Desk of e-Tendering agency M/s. e-Procurement Technologies Ltd for clarifications on e-Tendering process:

Name : Shri. Jaymeet/Sujith/Vinayak
Landline : 079-68136829 / 57 / 59
Mobile : 09081000427 / 09904407997

- iii. The Vendors are required to have digital certificates well in advance to participate in e-tendering to be conducted by M/s.e-Procurement Technologies Ltd.
- iv. Vendors will have to abide by e-Business Rules framed by the Bank in consultation with M/s.e-Procurement Technologies Ltd.
- v. No consideration will be given to e-Bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject

the entire e-Bid and cancel the entire tender without assigning any reason thereof at any stage.

- vi. The decision of the Bank in regard to this RFP shall be final and binding on all the Bidders. All disputes or differences in connection with this RFP shall be subject to the jurisdiction of the Courts at Mumbai only.
- vii. The Bid is to be uploaded in two separate envelopes. One of the envelope is to be prominently marked as **Technical Proposal for Procuring, Processing and Personalisation of Cards in response to the RFP No. P&SP/PS/SN/RFP/2019-20/001 dated 28.08.2019.** This envelope should contain following documents and properly sealed:
 - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
 - (c) Proof of remittance of EMD and Tender Fee as specified in this document.
 - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B, B1** and technical eligibility criteria on the lines of **Appendix-C**.
 - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (f) Licensing details of operating software/firmware.
 - (g) Format for Manufacturer's Authorisation Form **Appendix-R**.
 - (h) Audited financial statement and profit and loss account statement as mentioned in Part-II.
 - (i) 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 the 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.
 - (j) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- viii. A second sealed envelope prominently marked as **Indicative Price Bid for**

Procuring Processing and Personalisation of Cards in response to the **RFP No.P&SP/PS/SN/RFP/2019-20/001** dated 28.08.2019. This envelope should contain only indicative Price Bid strictly on the lines of **Appendix-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in **Indian Rupees** only.

ix. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to supply.
- (b) While submitting the Technical Bid, literature on the Products and Services should be segregated and uploaded.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) 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 uploaded.
- (e) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.
- (f) 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.
- (g) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (h) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (i) 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.
- (j) All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- (k) Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.
- (l) The Bank reserves the right to reject Bids not conforming to above.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be received at the portal and by the date and time mentioned in the "Schedule of Events".
- ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted at the portal by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- iv. Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. 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 at the portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. 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 in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.

- iii. 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 or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period 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.

14. 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 the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

15. 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.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids 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 complied with technical criteria shall become eligible for indicative price 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 and Tender Fee 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 RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, 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 Products and Services 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.

16. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Products/Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Products/Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Products/Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Products/Services is in use.
- ii. 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 clarification at the initiative of the Bidder shall be entertained after bid submission date.
- iii. Bank will evaluate the technical and functional specifications of all the parameters quoted by the Bidder and award scores as per Appendix-Q.

- iv. 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 handle 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.

17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:

- i. The envelope containing the indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank.
- 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 / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- iv. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- 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
5001 – 10,000	Base Price + 3%
Upto 5,000	Base Price + 6%

Billing will be as per the order placed by the Bank and produced by the vendor on a Monthly basis as per the applicable slab.

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% penalty will be levied on debit card invoice raised in all months in which these cards (of inferior quality) were shipped. 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. At frequent intervals, the Bank will, at its

expenses, engage external agencies for quality check. 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 empanelled 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 **Appendix-F** 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 Bidder 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, the bid will not be considered for evaluation.

18. CONTACTING THE BANK:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of indicative 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 Bid.

19. AWARD CRITERIA AND AWARD OF CONTRACT:

i. Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and revised vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated May 28, 2018 will be applicable for this RFP and allotment will be done in terms of said Order as under:

Contract will be awarded among the Bidders in the ratio of **55:25:20** by following the process as defined below:

- a. Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1 and Contract for 55% of the order quantity will be awarded to L1.
- b. Thereafter, the lowest bidder among the local suppliers referred for sake of convenience as "B1" (excluding L1, if L1 is a local supplier) will be invited to match the L1 price for the 25% of the order quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price.
- c. In case such lowest eligible local supplier i.e. "B1" fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier referred for sake of convenience a "B2" within the margin of purchase preference shall be invited to match the L1 price for remaining quantity (including quantity not accepted by B1) and so on, and Contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, the lowest bidder among all the suppliers (excluding the total suppliers whose quoted price falling within the margin of purchase preference, already invited by the Bank to match L1 price) will be invited to match the L1 price for such remaining quantities. In case none of the suppliers matches the L1 price for such remaining quantity, then such balance quantity may also be ordered on the L1 bidder.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

“Local content” means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum **70%** local content (as per MeitY Notification No. F.No.33(1)/2017-IPHW of GoI).

“Margin of purchase preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

ii. Verification of local content

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Appendix-G** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- iii. Total cost of Product and Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.
- iv. Bank will notify successful Bidder in writing by way of issuance of purchase order through 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.
- v. The successful Bidder will have to submit Non-Disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.

- vi. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vii. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order 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.
- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- ix. 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.
- x. 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 BG.
- xi. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. 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 involves 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.

21. WAIVER OF RIGHTS:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

22. CONTRACT AMENDMENT:

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

23. 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.

24. 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.

25. 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.

26. 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 as specified in Award Criteria and Award of Contract, 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.

27. 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.

28. Documentary Evidence Establishing Bidder's Eligibility and Qualifications:

On acceptance of the Bid by the Bank, the Bidder needs to submit the documentary evidence of their eligibility/qualifications to perform the Contract to the Bank's satisfaction:

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.

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.

29. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-H** is to be submitted by the finally selected Bidder (s). The BG 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. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI issued on providing security by the selected bidder, may be accepted.
- ii. The Bank Guarantee is required to protect interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.

30. SERVICES:

- i. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- ii. Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- iii. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.
- iv. 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.
- v. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- vi. Bidder should ensure that vendor's key personnel with relevant skill-sets are available to the Bank.
- vii. Bidder should ensure that the quality of methodologies for delivering the products and services, adhere to quality standards/timelines stipulated therefor.
- viii. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- ix. 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.
- x. 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.
- xi. Bidder shall provide maintenance support for Hardware/ Software/ Operating

System/ Middleware over the entire period of contract.

- xii. All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and AMC/ ATS/ S&S period.
- xiii. 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.
- xiv. 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.

31. 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.

32. PENALTIES:

As mentioned in **Appendix-I** of this RFP.

33. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid 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.

34. RIGHT TO AUDIT:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, 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 Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) 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 Service Provider. 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. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, 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 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 further agrees that whenever required by the Bank, it will

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(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

35. SUBCONTRACTING:

- i. As per scope of this RFP, sub-contracting is not permitted. 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.

36. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of **03 (Three) years**. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

37. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to clause *31 (iii)*, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

iii. The limitations set forth herein shall not apply with respect to:

- (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
- (b) damage(s) occasioned by the Gross Negligence 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.

For the purpose of clause 31(iii)(b) **"Gross Negligence" means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

38. CONFIDENTIALITY:

- i. Confidentiality obligation shall be as per Non-disclosure agreement and clause 14 of Service Level Agreement placed as Appendix to this RFP.
- ii. The Bank reserves its right to recall all the Bank's materials including Confidential Information, if stored in Service Provider system or environment, at any time during the term of the Contract or immediately upon expiry or termination of Contract. Service Provider shall ensure complete removal of such material or data from its system or environment (including backup media) to the satisfaction of the Bank.

39. DELAY IN VENDER'S PERFORMANCE:

- i. Delivery of Products and Services shall be made by Vendor within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider 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 Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' 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 Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

40. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider 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.
- ii. Service Provider 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.
- iii. Service Provider 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 Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.

- v. Service Provider shall treat as confidential all data and information about the Bank, 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 **Appendix-K** of this RFP.
- vi. Without the Bank's prior written permission, Service Provider shall not store or share Bank's materials including Confidential Information outside the geographical boundary of India or in/with a public cloud.
- vii. Service Provider agrees that the Bank either itself or through its authorized representative shall have right to perform ethical hacking on public IPs and URLs of Service Provider, wherein the Bank has integrations.
- viii. Service Provider agrees that it shall communicate to the Bank well in advance along with detail plan of action, if any changes in Service Provider's environment/infrastructure is of the nature that may have direct or indirect impact on the Services provided under this Agreement or operations of its Services.
- ix. Service Provider at its own expenses, agrees to provide audit report of the process and infrastructure from CERT-In empanelled ISSP, periodically, at least once in a year or as requested by the Bank.
- x. Service Provider shall ensure confidentiality, integrity and availability of the Bank's information at all times and shall comply with regard to the followings:
 - (a) Acceptable Usage Policy: Information assets of Service Provider should be provided to its authorized users only for the intended purpose and users shall adhere to safe and acceptable usage practices.
 - (b) Email Usage: The employees of Service Provider shall use authorized media only for email communication.
 - (c) Password Management: Service Provider shall have a password management system in place, which ensures secure passwords.
 - (d) Physical and Environmental Security: Service Provider shall provide sufficient guidance for its employees with respect to physical and environmental security.
 - (e) Logical Access Control and User Access Management: The access to information and information systems shall be according to the principles of "least privilege" and "need to know" basis to authorized users of Service Provider.

- (f) Infrastructure Security: Service Provider shall ensure correct and secure operations of information processing facilities.
- (g) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment are requested, tested and approved prior to installation or implementation.
- (h) Information Security Incident Management: Service provider shall ensure effective management of information security incidents, including the preservation of digital evidence.
- (i) Communications Strategy: Service provider shall ensure prevention of unauthorized access to communications traffic, or to any written information that is transmitted or transferred.
- (j) Service Provider Relationship: Service provider shall ensure that information security risks related to outsourcing of Services to any other party, if permitted by the Bank, shall be assessed and managed regularly, to the satisfaction of the Bank.
- (k) Digital Risk: Service Provider shall ensure that electronic data is gathered and preserved in a systematic, standardized and legal manner to ensure the admissibility of the evidence for the purpose of any legal proceedings or investigations, whenever demanded by the Bank.
- (l) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment (including, database, operating system, application, networking etc.) are requested, tested and approved prior to installation or implementation.
- (m) Port Management: Service Provider shall ensure that the controls are implemented for secure port management so as to protect the network from unauthorized access.
- (n) Patch Management: Service Provider shall ensure that the security patches to information assets and systems are correctly and completely updated in a timely manner for known vulnerabilities.
- (o) Backup Management: Service Provider shall ensure that regular backup is taken so that when necessary, information may be restored from backup media to return the application, database, operating system etc. to production status.
- (p) Access Management: Service Provider shall limit access to information and information processing facilities for authorized users only.
- (q) Log Management: Logging shall be enabled on all systems of Service Provider to ensure audit trail is maintained every time.

- (r) Service Provider shall have an anti-virus solution with regular updates to protect their system against malicious attacks in the form of virus, malware, trojans etc.

41. 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. Service Provider shall 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 service level failure as and when applicable.
- iii. Service Provider shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

42. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / software / product used by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iii. Subject to clause *36 (iv) and 36 (v)* of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively

indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.

- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.
- vi. Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- vii. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per*

se, except for those which have been assigned under this RFP.

- viii. All information processed by Service provider during Services belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately.

43. LIQUIDATED DAMAGES:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 1.0% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

44. CONFLICT OF INTEREST:

- i. 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 (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 Agreement or otherwise.
- ii. 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 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) 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 (bb) subject always to sub-clause (aa) 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 (bb) 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 RFP.

iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a

person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

45. 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 46(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 making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - (b) "**Fraudulent practice**" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false

declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;

- (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

46. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
 - (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
 - (c) Violations of any terms and conditions stipulated in the RFP;
 - (d) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 47 (i) (a) to 47 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, the Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider 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, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates

and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

47. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. 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, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider 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.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider 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.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

48. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider 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 Service Provider, 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.

49. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 30 (thirty) days, may terminate the Contract, in whole or in part, for its convenience.
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

50. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the RFP and subsequent Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the RFP and subsequent Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), 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 an arbitration panel; 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 and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- ii. 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.

- iii. 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.

51. GOVERNING LANGUAGE:

The governing language shall be English.

52. APPLICABLE LAW:

The RFP and subsequent 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.

53. TAXES AND DUTIES:

- i. Service Provider 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 Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix- F**).
- iii. 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 Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required.
- iv. Prices payable to Service Provider 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.

- v. 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.
- vi. 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 Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

54. 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 Service Provider. 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 Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.
- ii. Service Provider'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 Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

55. TENDER FEE:

Non-refundable Tender Fee should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of Tender Fee in the designated account should be enclosed with the technical bid. The Bids without tender fee will not be considered valid.

56. EXEMPTION OF EMD AND TENDER FEE:

Micro & Small Enterprises (MSE) units are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

57. 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 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.



Part-II



Appendix –A

BID FORM (TECHNICAL BID)
[On Company's letter head]
(To be included in Technical Bid Envelope)

Date: _____

To:
< Address of tendering office >

Dear Sir,

Ref: RFP No. P&SP/PS/SN/RFP/2019-20/001 Dated 28.08.2019

~~~~~

We have examined the above 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 provide Products and Services 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.

- i. While submitting this Bid, we certify that:
  - The undersigned is authorized to sign on behalf of the Bidder 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.
  - We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.

- The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
  - 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 change in scope of works.
- ii. 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".
- iii. If our offer is accepted, we undertake to complete the Procuring, Processing and Personalisation of Cards within the period specified in this document.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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 RFP.
- viii. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.



- ix. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-J** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- x. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- xi. 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 be possessing a valid digital certificate for the purpose.
- xii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xiii. 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.
- xiv. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xv. We hereby certify that on the date of submission of Bid for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xvi. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xvii. 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 solely responsible for the due performance of the contract.



- xviii. We, further, 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

---

*(Signature)*

*(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

---

**Seal of the company.**

## Appendix-B

### 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:

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                                                                      |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.                                                                                                                                                                                                                               |                     | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.                                                     |
| 2.     | The Bidder must have an average turnover of minimum Rs.50 crores during last 03 (three) financial year(s) i.e. FY 2016-17, FY2017-18 and FY2018-19.                                                                                                                                                                                 |                     | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for current FY 2018-19 may be submitted.)                                                                            |
| 3.     | The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 2 above.                                                                                                                                                        |                     | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                                                                            |
| 4.     | The bidder should have installed capacity in India for personalizing atleast two million chip based financial/banking cards in a month of which one million should be contactless cards 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. These may be verified by Bank during site visit. |

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                        |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.            | <p>The bidder should be duly certified continuously by Master Card, VISA and NPCI (RuPay) during previous three years (FY 2016-17 and FY 2017-18 and FY 2018-19, i.e. from April 01, 2016 till date of submission of bid) without any disqualification for Chip and Magnetic Stripe cards personalization as on date of submission of response to this RFP. For DI Cards and NCMC functionality (offline wallet) equipped NFC enabled/ contactless cards, the selected bidders should submit necessary certification from NPCI within 1 (One) Month of signing of SLA. Whenever such functionality is introduced by VISA and MasterCard the selected bidder should obtain necessary certification within One month. Failure to get the certification from NPCI/ VISA/MasterCard within the stipulated time may result in penalty/termination of SLA by the Bank.</p> |                            | Copies of certificates to be submitted and originals to be made available to the officials of the Bank during site visit for verification, if required. |
| 6.            | <p>The Bidder should have an experience of at least Three (3) years for supply/ personalization of EMV Chip based Credit/Debit Banking Cards of VISA, MasterCard &amp; RuPay network in India, without any disqualification from Card schemes in the preceding three Financial Years, April 2016 to March 2019 (certificates to be attached). The Bidder should have supplied and personalized in total at least</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                            | Copies of POs and proof of deliveries to substantiate claims. Data to be submitted for last financial year.                                             |

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Compliance (Yes/No) | Documents to be submitted                                                                                        |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------|
|        | 40,00,000 (Forty Lakhs) EMV contact / contactless / Dual Interface (DI)/NCCMC / Combo Card / Photo Card of VISA/MasterCard / RuPay Network, out of which at least 5 lakhs cards should be DI /Contact less cards during the past one year (April 2018 – March 2019) as on the date of submission of bid to one or more Public Sector Banks / Private Sector Banks / Co-operative Banks in India. Clear documentary proof relating to execution of the order needs to be submitted with the bid, such as Letter of Intent, Award of Contract, SLA, GST Invoices, Delivery Challans, etc. between the prospective bidder and the Public Sector Banks / Private Sector Banks / Co-operative Banks. |                     |                                                                                                                  |
| 7.     | The bidder should carry out core activities, viz, card personalization, in house and be in a position to meet service level commitments in full.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     | Self-Certification                                                                                               |
| 8.     | 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.                                        |
| 9.     | The bidder should preferably have own base card production facility located in India or should have proper arrangements with suppliers to ensure card                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     | Proof of production activities carried out and /or documents regarding arrangement with suppliers with documents |

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                                          | Compliance (Yes/No) | Documents to be submitted                                                                |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------|
|        | production/procurement within 4 weeks maximum for regular cards and maximum 6 weeks for specialized high technology cards.                                                                                                                                                    |                     | showing dates of placing orders and actual delivery.                                     |
| 10.    | 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>Appendix-M</b>                              |                     | Certificate as per <b>Appendix-M</b> .                                                   |
| 11.    | 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.                     |
| 12.    | The bidder should have business redundancy and business continuity plan.                                                                                                                                                                                                      |                     | Copy of Business Continuity Plan (BCP).                                                  |
| 13.    | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                                                         |                     | Brief details of litigations, disputes, if any are to be given on Company's letter head. |
| 14.    | Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. |                     | Bidder should specifically certify in <b>Appendix A</b> in this regard.                  |
| 15.    | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more                                                                                                                                                                            |                     | Bidder should specifically certify in <b>Appendix A</b> in this regard.                  |

| S. No. | Eligibility Criteria                                    | Compliance (Yes/No) | Documents to be submitted |
|--------|---------------------------------------------------------|---------------------|---------------------------|
|        | than 6 months from the date of issue of purchase order. |                     |                           |

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.

*Note1: The Bank will disqualify any bidder who does not satisfy any of these above eligibility criteria and evaluation matrix 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, and the documents submitted by the bidder do not support/corroborate such a claim of eligibility made, the Bank will summarily reject that bid.*

**Name & Signature of authorised signatory**

**Seal of Company**

## Appendix-B1

### SECURITY CONTROLS

In addition to the eligibility criteria defined in Appendix-B, Bidder(s) are also required to comply with the following points and submit their compliance on the same on their letter head. In case of non-compliance of any of the requirement, Bid may be subjected to rejection:

| S. No. | Required Controls                                                                                                                                                                                                                                                                                                                                                                                                  | Compliance (Yes/No) |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1      | Whether Bidder has information security policy in place with periodic review                                                                                                                                                                                                                                                                                                                                       |                     |
| 2      | Whether Bidder has operational processes with periodic review in following areas:<br>a) Business continuity management<br>b) Backup Management<br>c) Desktop/ system/ server/ network device hardening with baseline controls<br>d) Patch management<br>e) Port management<br>f) Media movement<br>g) Log management<br>h) Personnel security<br>i) Physical security<br>j) Internal security assessment processes |                     |
| 3      | Whether Bidder has instituted proper documented change management process                                                                                                                                                                                                                                                                                                                                          |                     |
| 4      | Whether Bidder has proper documented policy and process of incident management/ response                                                                                                                                                                                                                                                                                                                           |                     |
| 5      | Whether Bidder's IT environment is suitably protected from external threats by way of firewall, WAF, IDS/IPS, AD, AV, NAC, DLP etc.                                                                                                                                                                                                                                                                                |                     |
| 6      | Whether Bidder has approved process for implementing rules on firewalls in its environment and the same are followed.                                                                                                                                                                                                                                                                                              |                     |



|    |                                                                                                                                                                                                   |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 7  | Whether Bidder monitors firewall rule position regularly for presence of any vulnerable open port or any-any rule.                                                                                |  |
| 8  | Whether Bidder has captive SOC or managed service SOC for monitoring their system and operations.                                                                                                 |  |
| 9  | Whether Bidder's environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by firewall, where any access from an external entity is permitted through DMZ only. |  |
| 10 | Whether Bidder has deployed secure production, disaster recovery and testing environment for their application.                                                                                   |  |
| 11 | Bidder to confirm that no internet access is permitted on internal servers, database servers etc.                                                                                                 |  |
| 12 | Whether the Bidder has a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations.                              |  |
| 13 | Bidder will engage CERT-IN Empaneled ISSPs for ensuring security posture of their application.                                                                                                    |  |
| 14 | Whether quarterly vulnerability assessment and penetration testing is being done by the Bidder for its IT infrastructure.                                                                         |  |
| 15 | Whether suitable security certification (ISO, PCI-DSS etc.) of the security posture at Bidders IT environment are in place.                                                                       |  |
| 16 | While sharing the data, whether Bidder is agreeable to encrypt the same as per industry best standards with robust key management.                                                                |  |
| 17 | Whether Bidder is agreeable to completely erase the data after processing at their end, if so permitted to be stored.                                                                             |  |

|    |                                                                                                                                                                           |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 18 | Whether Bidder is agreeable to store the data with encryption (Data at rest encryption), if storing is permitted in RFP.                                                  |  |
| 19 | Whether Bidder is agreeable to get the data storage technology (Servers /Public Cloud/ Tapes etc.) appropriately reviewed by the Bank.                                    |  |
| 20 | Bidder to confirm that it will not share the Bank's data to any other party for any purpose without prior permission of the Bank.                                         |  |
| 21 | Whether Bidder is willing to put in place a system of obtaining approval from the Bank before carrying out any changes in their environment.                              |  |
| 22 | Bidder to confirm that it will not take any crucial decisions on behalf of the Bank without written approval from the Bank.                                               |  |
| 23 | Whether Bidder is willing to implement an efficient and sufficient preventive controls to protect the Bank's interests against any damage under section 43 of IT Act.     |  |
| 24 | Whether Bidder is agreeable to provide the process by which segregation of user accounts, database, backup, application admin and support account activities is achieved. |  |
| 25 | Whether the Bidder is agreeable to store the archived data in a manner that it will not be available over internet in any case and will have restricted access.           |  |
| 26 | If required by the Bank, whether the Bidder is willing to use Competent Authority (CA) approved digital signing for non-repudiation purpose.                              |  |
| 27 | Whether Bidder is willing to purge the post archival data regularly and report the same to the Bank.                                                                      |  |



|    |                                                                                                                              |  |
|----|------------------------------------------------------------------------------------------------------------------------------|--|
| 28 | Whether controls have been put in place for PKE keys, if stored locally for providing access to privileged user access only. |  |
|----|------------------------------------------------------------------------------------------------------------------------------|--|



**Appendix-C**

**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)<br>Contact Cards:<br>Contactless Cards:                                                                              |  |
| 2  | Capacity Utilization<br>Contact Cards:<br>Contactless Cards:                                                                                                                                                                                                             |  |
| 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)<br>Contact Cards<br>Contactless Cards<br>Photo Cards<br>Image Cards<br>Prepaid Cards<br>Credit Cards |  |
| 4. | Experience in Debit/ Credit Card Personalization<br>(Since when, indicate month & year – attach supporting documents, if any)<br>a. EMV Chip Cards<br>b. DI / Contact less Cards                                                                                         |  |
| 5  | Experience in Personalizing high end cards (Since when, indicate month & year – attach supporting documents, if any)<br>Image Cards<br>Photo Cards<br>Combo Cards                                                                                                        |  |

|     |                                                                                                                                                                                 |  |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 6.  | <p>PIN/PPK Printing experience</p> <p>a) Since when (indicate month and year)</p> <p>b) Details of PIN/PPK Printing Hardware</p>                                                |  |
| 7.  | <p>Dispatch Management Experience (whether in house, out sourced or no exposure)</p> <p>If Yes, give no. of Cards dispatched per day:</p>                                       |  |
| 8.  | <p>Stuffing of Cards &amp; Collaterals (whether in house, out sourced or no exposure)</p>                                                                                       |  |
| 9.  | <p>Query Resolution (if yes, give no. of seats, along necessary facilities, in call centre specified for Card and PIN/PPK related activities)</p>                               |  |
| 10. | <p>MIS</p> <p>a) Types of MIS (List various types)</p> <p>b) Periodicity (daily, weekly, monthly or customized)</p>                                                             |  |
| 11. | <p>Rejection percentage of personalized cards</p>                                                                                                                               |  |
| 12. | <p>Inventory control and management – Details of system in place.</p>                                                                                                           |  |
| 13. | <p>Security controls for Card personalization Bureau. (Physical, Double door, CCTV etc. – Please specify along with numbers)</p> <p>Physical :<br/>Double Door :<br/>CCTV :</p> |  |
| 14. | <p>Security controls for PIN/PPK Printing (Physical, Double door, CCTV, Separate premises etc. – please specify)</p>                                                            |  |
| 15. | <p>VISA/ MCI/ EMV certification details (Copies to be attached)</p>                                                                                                             |  |



|     |                                                                                                          |  |
|-----|----------------------------------------------------------------------------------------------------------|--|
| 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) (please mention DR site address)      |  |
| 21  | Availability of In house testing facility (specify number and name of tests)                             |  |
| 22  | Availability of Base Card Production Facility<br>If yes, whether located in India or Abroad with address |  |

**Details of Processing Sites:**

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

## Appendix-D

### 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.

| Sr.No.   | Item                                                        | Details |
|----------|-------------------------------------------------------------|---------|
| <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      | GST 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 Crores)

| ITEM               | 2016-17 | 2017-18 | 2018-19 |
|--------------------|---------|---------|---------|
| Annual Sales       |         |         |         |
| Total Income       |         |         |         |
| Profit before Tax  |         |         |         |
| Profit after Tax   |         |         |         |
| Share capital      |         |         |         |
| Capital & Reserves |         |         |         |
| Net Worth          |         |         |         |

|          |                                                                                                                                                                                                                 |  |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <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                                                                                                                                                                                      |  |



## Appendix-E

### 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 22000 Branches with over 59000 ATMs in the country and 316 million Debit Card customers. SBI is the leading Debit Card issuer in India issuing on an average about 2.5 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 or any other method approved by Schemes) 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)

| PROJECTION | EMV CONTACT | EMV CONTACT + CONTACTLESS | TOTAL |
|------------|-------------|---------------------------|-------|
| YEAR I*    | 0           | 2.25                      | 2.25  |
| YEAR II*   | 0           | 4.75                      | 4.75  |
| YEAR III*  | 0           | 2.75                      | 2.75  |
| TOTAL      | 0           | 9.75                      | 9.75  |

\* From the date of SLA

***These are projections only and are in no way a commitment from the Bank. Shift in volumes between EMV Contact + Contactless and NFC enabled /contactless equipped with NCMC functionality (offline wallet) cards is possible due to changes in various guidelines. Bank reserves the right to place orders depending upon the need at the material time as per prevailing circumstances.***

**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. Card personalization of all types, e.g. Un-embossed, Embossed, Photo, EMV Chip and Dual Interface NFC Cards etc.
- iii. Printing of collaterals viz, card-carrier, users' manual, pouch, card-envelope **(detailed in ANNEXURE 3)** or any other related matter.
- iv. 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.
- v. 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).

- vi. 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.
- vii. 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.
- viii. MIS on a regular basis, as per Bank's requirement from time to time to monitoring Department of bank.
- ix. 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.
- x. Copy of Delivery Challans for card/PIN/PPK and re-PIN/PPK dispatches to be provided by the vendor as per Bank's requirement.
- xi. Vendors have to provide dispatch files along with RTO daily as dispatch file is the source file for updating card count portal. TAT 48 hrs. Penalty will be same as per page 95. 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. SBI may introduce a new RTO process in future.
- xii. Turn Around Time shall be:  
For regular per Day Card Issuance volume up to 2 Lakhs : 1 day  
For regular per Day Card Issuance volume Above 2 Lakhs : 2 days  
(excluding India Post holidays) from receipt of embo file to delivery to Speed Post/Courier(s) for Personalized and Non-Personalized Welcome Kit 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.

- xiii. The TAT for PINs/ PPKs too will be 1 Day (**Excluding Sundays and DOP holidays**) from the date of receipt of embo file to delivery to DOP/Courier(s) as applicable for cards.
- xiv. 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.
- xv. Costs of software/modifications in software 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.
- xvi. The vendor should track the movement of consignment till delivery.
- xvii. 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.
- xviii. Suitable penalty will be levied for:
  - a) Delay in personalization and handing over the same to Speed Post or Courier, per card per day.
  - b) Delay in uploading of data for Contact Centre/non-updating in Web tracking tools, per day.
  - c) Uploading of incorrect data.
  - d) Wrong dispatch of Cards and PIN/PPKs per instrument.
  - e) Delay in RTO cards re-dispatch.
  - f) Delay in Re-PIN/ PPK dispatch.
  - g) Delay in making changes as required by SBI in QC and other areas per day.
  - h) Wrong processing, re-processing of Data submitted by Bank.
  - i) Unauthorised outsourcing of activity without the prior permission of the Bank.

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

xix. **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.

- xx. 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.
- xxi. 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.

## **OTHER STIPULATIONS**

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

For any delay beyond 6 weeks after the date of Bank's approval on art work, 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. 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.

### **3. 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.

### **4. 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.

## **5. 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.

## **6. 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.

## **7. 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.



## **8. 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.

## Appendix-E2

### DETAILS OF CARD SPECIFICATIONS AND COLLATERALS

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

- a. 16K or higher DDA Java/MULTOS 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 6 KB.
- g. Secure Hardware Crypto Coprocessor.
- h. Memory secure encryption for RAM ROM and EEPROM.
- i. Counter Measures against side channel attacks (SPA & DPA).
- j. Write Endurance should be 300000 cycles or higher.
- k. Data Retention : more than 10 years.
- l. Unique ID for each chip.
- m. OS should be hard masked on ROM or FLASH.
- n. OS should be Java 2.2.x or higher/MULTOS 4.3 or higher.
- o. Global Platform 2.1.x or higher version/MULTOS 4.3 or higher.
- p. EMV Authentications Methods Supported – DDA.
- q. Support for EMV financial applications using Chip and PIN.
- r. Validity of the chip shall be as per validity of LOA from scheme as on the date of supply.
- s. VISA VSDC2.8.x or higher.
- t. MasterCard – M/Chip4 or M/Chip Advance.
- u. Magnetic Stripe : HICO 2750 Oersted. ISO standards for Encoding, location of Track 1, 2 & 3.
- v. Peel strength should be as per CQM standards.

## Contactless Cards

- a. ISO 14443 Standard compliant.
- b. Protocols/Applications supported : Contactless Type A/B Mifare Desfire EV1 (Mifare Desfire are required only for DI cards and please refer Annexure 13 for volume).
- c. Chip security standards compliant.
- d. Global Platform 2.1.x or higher version/MULTOS 4.3 or higher.
- e. OS should be Java 2.2.x or higher/MULTOS 4.3 or higher.
- f. Communication Protocol: T=0, T=1, CL Type A, CL Type B.
- g. PKI/Digital Signature.
- h. Minimum 8 bit CPU.
- i. Secure Hardware Crypto Coprocessor.
- j. Memory 16K or higher.
- k. RAM minimum 6 KB.
- l. Write Endurance : Minimum 300000 cycles.
- m. Data Retention: more than 10 years.
- n. Operating Distance : 45 mm – 50 mm
- o. Frequency : 13.56 MHz.
- p. Support for EMV financial applications.
- q. Multi application loading capability for Combo Cards.
- r. Random UID.
- s. Secure Channel Protocol.
- t. Bit-wise anti collision.
- u. 7 Bytes unique identifier, cascaded.
- v. Data encryption on RF Channel as per EMV Standards.
- w. Authentication on application level.
- x. Self-securing file system.
- y. Transaction oriented automatic anti-tear mechanism.
- z. Peel strength should be as per CQM standards.

- aa. The proposed inlay should be manufactured using a chip module with embedded copper wire or inductive technology.
- bb. Specifications relating to NFC enabled/contactless equipped with NCMC functionality (offline wallet) Cards applies. For volumes please refer Annexure-13 Indicative Commercial Bid.

### **NFC TAGS:**

- a. NFC Tags should be compatible with payment and multi-applications.
- b. NFC Tags should be compliant to ISO 14443 standards.
- c. NFC Tags should be certified with Paywave (VISA), PayPass (MasterCard).
- d. Reading distance according to EMV Co contactless requirements.
- e. Stickers
  - Small Form Factor on ID1 card should support and conform to scheme standards.
  - Efficient adhesive
  - Should be compatible with all major handsets.

### **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)<br>Breadth 21 cms<br>Paper GSM 90 GSM                                                | Size – 8.25" x 11.75"<br>Paper – 120 GSM Super Printing Paper<br>Printing - 4 colour                                                                   |
| 2.           | Card Pouch                    | Length 9 cms<br>Breadth 6 cms<br>Paper GSM: 130 GSM<br>Outside Laminated, non-tearable, water resistant | Length 9 cms<br>Breadth 6 cms<br>Paper GSM: 130 GSM<br>Outside Laminated, non-tearable, water resistant.                                               |
| 3.           | Welcome kit Envelope          | Length 23 cms<br>Breadth 11.5 cms<br>Paper GSM: 90 GSM<br>Outside Laminated<br>Tape be affixed on flap  | Size – 8.70" x 4.70"<br>Paper – 300 GSM SBS Board<br>Printing - 4 colour<br>Fabrication - Lamination, die cutting and pasting. Tape be affixed on flap |

|    |                                     |                                                                                                                                                                                                |                                                                                                                                                                                                                                          |
|----|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4. | Brochure (manual) / Welcome booklet | Length 21 cms (28 pages including cover, printed both side)<br>Breadth 8.5 cms<br>Paper GSM: Cover- 130GSM/ Coated<br>Text-90Gsm/ Coated                                                       | Size – 8.5” x 4.5” (Closed).<br>Paper – 300 GSM Magno Star Gloss for cover and 170GSM Magno Star Gloss for inside.<br>Printing – 5 colour with online aqueous coating.<br>Fabrication – Lamination on cover and center PIN/ PPK binding. |
| 5. | PIN/PPK MAILERS                     | Length 24.3 cms.<br>Breadth 9.4 cms.<br>Paper GSM: 70 GSM upper layer and 80 GSM lower.                                                                                                        |                                                                                                                                                                                                                                          |
| 6. | WINDOW PIN/PPK ENVELOPES            | Size 28 cmX 12.7 cm<br>No. of windows: 1/2<br>Paper GSM: 90 GSM/ Butter Paper.<br>Printed & laminated Envelope (130 GSM) for PIN/PPK Dispatch in bulk, to branches.<br>Tape be affixed on flap |                                                                                                                                                                                                                                          |

**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.

## Appendix-F

## 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 or any other method approved by Schemes) of Cards, printing of PIN/PPK mailers and Collaterals for SBI and dispatch thereof.**

## Name of the Bidder:

| S.No. | Activity / Item                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Unit Price [Excluding Taxes / GST] | Quantity @  | Total amount in Rs. | Proportion to Total Cost # | GST % Applicable |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------|---------------------|----------------------------|------------------|
| 1.    | Cost of Contact Card Minimum 16K JAVA DDA Chip (Without Hologram)                                                                                                                                                                                                                                                                                                                                                                                                   |                                    | 9,75,00,000 |                     |                            |                  |
| 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) |                                    | 9,00,00,000 |                     |                            |                  |
| 3     | Personalisation for Premium Cards (Platinum, Signature and World) all items as mentioned under S.No.2                                                                                                                                                                                                                                                                                                                                                               |                                    | 75,00,000   |                     |                            |                  |
| 4     | Cost of Contactless / NFC enabled / contactless equipped with NCMC                                                                                                                                                                                                                                                                                                                                                                                                  |                                    | 9,75,00,000 |                     |                            |                  |

| S.No. | Activity / Item                                                                                                                                                                  | Unit Price [Excluding Taxes / GST] | Quantity @      | Total amount in Rs. | Proportion to Total Cost # | GST % Applicable |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------|---------------------|----------------------------|------------------|
|       | functionality (offline wallet) cards (Including S.No.1) Cost of S.No.1 (contact card) should not be more than 60% of cost of contactless card mentioned under S.No.4.            |                                    |                 |                     |                            |                  |
| 5     | Color core (all colors)                                                                                                                                                          |                                    | 30,00,000       |                     |                            |                  |
| 6     | Hot Stamping (single stamp & single item)                                                                                                                                        |                                    | 30,00,000       |                     |                            |                  |
| 7     | Customer photo printing on card [Thermal retransfer technology]                                                                                                                  |                                    | 1,00,000        |                     |                            |                  |
| 8     | RTO Management. [6 to 10% of total volume]                                                                                                                                       |                                    | 78,00,000       |                     |                            |                  |
| 9     | Spot varnish                                                                                                                                                                     |                                    | 30,00,000       |                     |                            |                  |
| 10    | 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. |                                    | 30,00,000       |                     |                            |                  |
| 11    | <b>Total Cost*</b><br>(Excluding S.No.1)                                                                                                                                         |                                    | <b>XXXXXXXX</b> |                     |                            |                  |
| 12    | Background image printing on card [Thermal retransfer technology or Colour laser engraving]                                                                                      |                                    | 50,000          |                     |                            |                  |
| 13    | Metal foil                                                                                                                                                                       |                                    | 50,000          |                     |                            |                  |
| 14    | Translucent                                                                                                                                                                      |                                    | 50,000          |                     |                            |                  |
| 15    | NFC Tags                                                                                                                                                                         |                                    | 1,00,000        |                     |                            |                  |
| 16    | Dynamic CVV Cards                                                                                                                                                                |                                    | 50,000          |                     |                            |                  |
| 17    | 4k MIFARE Classic EV1 Chip                                                                                                                                                       |                                    | 10,000          |                     |                            |                  |
| 18    | 4K MIFARE Desfire EV1 Chip                                                                                                                                                       |                                    | 5,00,000        |                     |                            |                  |
| 19    | 8k MIFARE Desfire EV1 Chip                                                                                                                                                       |                                    | 5,00,000        |                     |                            |                  |
| 20    | Bio degradable Cards                                                                                                                                                             |                                    | 50,000          |                     |                            |                  |

Monthly Billing will be raised as per the slab calculation based on orders.

Contract will be awarded between L1, L2, and L3 bidders in the ratio of **55:25:20** respectively. Please refer Clause 19 Award of Contract for details.

In case, any of the bidders fails to match the price offered by L1 for L3 position or no bidder qualifies for L3, the final distributed ratio will be **60:40**.

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

Item Nos. 12, 13, 14, 15, 16, 17, 18, 19 & 20 are outside TCO. Volume of these items may change drastically or may not be used at all. After the L1 price discovery, L1, L2, L3 and L4 to reduce price in proportion to TCO including prices for items 12, 13, 14, 15, 16, 17, 18, 19 & 20 which are outside the TCO.

@ **Quantity**: 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 and there may be surge in volume subject to Government / Regulatory regulations, etc. Further, the quantity mentioned are mere projections and not commitment from SBI.

# **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.

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**



**Appendix–G**

**Certificate of Local Content**

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,

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

Dear Sir,

**Ref.: RFP No. :** \_\_\_\_\_ **Dated:** \_\_\_\_\_

This is to certify that proposed \_\_\_\_\_ <details of services> is having the local content of \_\_\_\_\_ % as defined in the above-mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017–Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018.

**Signature of Statutory Auditor/Cost Auditor**  
**Registration Number:**  
**Seal**

**Counter-signed:**

**Bidder**

**OEM**

< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.>



**OR**

**Format for Self-Certification of Local Content**

Date:

To,

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

Dear Sir,

**Ref.: RFP No. :** \_\_\_\_\_ **Dated:** \_\_\_\_\_

This is to certify that proposed \_\_\_\_\_ < details of services > is having the local content of \_\_\_\_\_ % as defined in the above mentioned RFP.

1. The details of location(s) at which the local value addition is made are as under:

| Sl No | Product details | Name of place |
|-------|-----------------|---------------|
| 1     |                 |               |
| 2     |                 |               |

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017–Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018.

**Signature of authorised official**  
**Name:**  
**Company seal:**

## Appendix–H

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

1. THIS 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).
2. 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 develop, implement and support \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI:xx:xx** dated **dd/mm/yyyy**.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. 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 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.

5. 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 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 not exceeding 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 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.
- vi. This Guarantee shall remain in full force and effect for a period of \_\_\_ year(s) \_\_\_\_\_ month(s) from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us 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:**

- i. Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_/-  
(Rs. \_\_\_\_\_only)
- ii. This Bank Guarantee shall be valid upto\_\_\_\_\_
- iii. 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 \_\_\_\_\_

**Yours faithfully,**

**For and on behalf of bank.**

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

**Appendix-I****Penalties**

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

| File Type                                                                                                  | TAT    | Delay after completion of TAT | Penalty Amount (Per card per day flat*) in Rs. |
|------------------------------------------------------------------------------------------------------------|--------|-------------------------------|------------------------------------------------|
| Welcome Kit/ Non Welcome Kit (Banks' regular volume till 2 lac cards per day)                              | 1 Day  | No Delay                      | NA                                             |
|                                                                                                            |        | Up to 1 Day                   | 1.00                                           |
|                                                                                                            |        | More than 1 Day               | 2.00                                           |
| Welcome Kit/ Non Welcome Kit (Banks' regular volume > 2 lac cards per day) Applicable on extra volume only | 2 Day  | No Delay                      | NA                                             |
|                                                                                                            |        | Up to 1 Day                   | 1.00                                           |
|                                                                                                            |        | More than 1 Day               | 2.00                                           |
| Renewal/Bulk Upload of cards                                                                               | 7 Days | No Delay                      | NA                                             |
|                                                                                                            |        | Up to 1 Day                   | 1.00                                           |
|                                                                                                            |        | More than 1 Day               | 2.00                                           |

\* If delay is 1 day penalty will be Rs.1; If delay is 2 days, penalty will be Rs.2 per day i.e. Rs.4/-.

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

**PINs/PPKs**

> 1 Day @ Rs.1.00 per card per day after completion of TAT

> 2 Days @ Rs.2.00 per card per day after completion of TAT

**Non adherence to bank's standard processes for card printing/dispatch or wrong perso @ Rs.250 per record.**

**Penalty for printing two or more cards with same card number @ RS.2500/- per card.**

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 48 hours Rs.25,000/- per day (Cards dispatched on 1<sup>st</sup> should be shared with Bank by 5 pm of 3rd ).

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 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.

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 unauthorized outsourcing : Rs.10 lakhs per instance and Bank may decide to cancel the SLA if repeated.

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



**Service Level Agreement**

**Appendix–J**

**Please refer Page No.125 for SLA.**



## Appendix–K

### NON-DISCLOSURE AGREEMENT

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

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at \_\_\_\_\_ (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 (the Party receiving the information being referred to as the "Receiving Party" and the Party disclosing the information being referred to as the "Disclosing Party. 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 developed, 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 free from any confidentiality obligations 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 and without confidentiality restrictions on use and disclosure; 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 "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party 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 Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then 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. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

- (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 (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - i. the statutory auditors of the either party and
  - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) 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.

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

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used 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 (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- i. Suspension of access privileges
- ii. Change of personnel assigned to the job

- iii. 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 sole and 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's patents, copyrights, trademarks, or trade secret information.

(b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.

(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. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (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) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data



of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

**5. Suggestions and Feedback**

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 \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_(place)

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

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

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

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



**Appendix-L**

**Pre-Bid Query Format  
(To be provide strictly in Excel format)**

| <b>Vendor Name</b> | <b>Sl. No</b> | <b>RFP Page No</b> | <b>RFP Clause No.</b> | <b>Existing Clause</b> | <b>Query/Suggestions</b> |
|--------------------|---------------|--------------------|-----------------------|------------------------|--------------------------|
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |

**Format for Submission of Client References**

**To whosoever it may concern**

| <b>Particulars</b>                         | <b>Details</b> |
|--------------------------------------------|----------------|
|                                            |                |
| <b>Client Information</b>                  |                |
| Client Name                                |                |
| Client address                             |                |
| Name of the contact person and designation |                |
| Phone number of the contact person         |                |
| E-mail address of the contact person       |                |
| <b>Project Details</b>                     |                |
| Name of the Project                        |                |
| Start Date                                 |                |
| End Date                                   |                |
| Current Status (In Progress / Completed)   |                |
| <b>Size of Project</b>                     |                |
| Value of Work Order (In Lakh)              |                |
|                                            |                |

**Name & Signature of authorised signatory**

**Seal of Company**



## Appendix–N

### **PRE CONTRACT INTEGRITY PACT** **(TO BE STAMPED AS AN AGREEMENT)**

#### General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 201 , between, on the 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 \_\_\_\_\_ Department / Office at Global IT Center at CBD Belapur, 400614, (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/ Authorised signatory (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:

**1. 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.

**2. Commitments of BIDDERS**

- 2.1 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:
- 2.2 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.
  - 2.3 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.
  - 2.4 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.
  - 2.5 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.
  - 2.6 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.
  - 2.7 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.
  - 2.8 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.

- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 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.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 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.
- 2.14 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.

### 3. **Previous Transgression**

- 3.1 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.
- 3.2 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.

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

- 4.1 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 any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI 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.

- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto 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.
- 4.3 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.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## 5. **Sanctions for Violations**

- 5.1 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.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(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.

5.3 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.

## 6. **Fall Clause**

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.

## 7. Independent Monitors

- 7.1 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                                                                    |
| 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 | Johnyjoseph49@gmail.com                                                                        | kchandrahas@yahoo.com                                                                 |

- 7.2 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.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 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.
- 7.6 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.
- 7.7 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.

7.8 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.

**8. 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.

**9. Law and Place of Jurisdiction**

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

**10. 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.

**11. Validity**

11.1 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.

11.2 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.

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

For BUYER

For BIDDER





Name of the Officer.  
Designation  
Office / Department / Branch  
State Bank of India.

Chief Executive Officer/  
Authorised Signatory  
Designation

Witness

1

2

Witness

1.

2.

**Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.**

## Appendix–O

### MIS REQUIREMENTS

1. Daily PIN/ PPK dispatch details updated on vendor's tracking system.
2. MIS format can be PDF and CSV file daily or any other format as per Bank's requirements.
3. Daily SBI and SBI FO new branches details updated from interface mail received.
4. Daily old backlog data report with action taken.
5. Daily PIN/ PPK and reprint is done from DCMS.
6. Daily report on rejected file advised to concerned branches, AGM ATM and branches address updated.
7. Daily Hold data report with reasons
8. Daily Data received from DCMS 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. Daily Card, PIN/PPK and re-PIN/PPK dispatch report
12. Daily RTO and RTO dispatch report to Branches/LHO. Data to be shared with AGM ATM their monitoring..
13. Monthly Billing & RTO Data/MIS
14. Vendor to share Any Other Report/Data/MIS based on the data shared by the Bank for Car

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.

## Appendix–P

### **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.*

**EVALUATION MATRIX**

| <b>EVALUATION MATRIX FOR EMPANELMENT OF DEBIT CARD VENDORS</b> |                                                                                |               |                                                                                                 | <b>PROSPECTIVE BIDDERS</b> |          |          |          |          |          |
|----------------------------------------------------------------|--------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------|----------------------------|----------|----------|----------|----------|----------|
| <b>TOTAL: 100 MARKS 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 2016-17, 2017-18 & 2018-19 | a.            | Net worth (5)                                                                                   |                            | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |
|                                                                |                                                                                |               | 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 for <b>EMV Chip cards</b> (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 for <b>Contactless Cards</b> (3)       |                            |          |          |          |          |          |
|                                                                |                                                                                |               | i.                                                                                              | < 1 year                   | 1        |          |          |          |          |
|                                                                |                                                                                |               | ii.                                                                                             | 1 year to < 2 years        | 2        |          |          |          |          |
|                                                                |                                                                                |               | iii.                                                                                            | > 2 years                  | 3        |          |          |          |          |
|                                                                |                                                                                | 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 Image Cards, Photo Cards, Combo Cards, etc. (5) |   |  |  |  |  |  |  |
|      |                                                           | i.   | No experience                                                                                   | 0 |  |  |  |  |  |  |
|      |                                                           | ii.  | Nominal                                                                                         | 2 |  |  |  |  |  |  |
|      |                                                           | iii. | Enough Experience                                                                               | 5 |  |  |  |  |  |  |
| 3.   | Technical Platform (45)                                   | a.   | Contact Card personalization capacity per day (5)                                               |   |  |  |  |  |  |  |
|      |                                                           | i.   | < 80000                                                                                         | 1 |  |  |  |  |  |  |
|      |                                                           | ii.  | 80000 to < 100000                                                                               | 2 |  |  |  |  |  |  |
|      |                                                           | iii. | 100000 to < 200000                                                                              | 3 |  |  |  |  |  |  |
|      |                                                           | iv.  | 200000 & above                                                                                  | 5 |  |  |  |  |  |  |
|      |                                                           | b.   | Contactless Card personalization capacity per day (5)                                           |   |  |  |  |  |  |  |
|      |                                                           | i.   | < 40000                                                                                         | 1 |  |  |  |  |  |  |
|      |                                                           | ii.  | 40000 to < 75000                                                                                | 3 |  |  |  |  |  |  |
|      |                                                           | iii. | > 75000                                                                                         | 5 |  |  |  |  |  |  |
|      |                                                           | 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.   | Availability of number of in house Testing facilities (5) |      |                                                                                                 |   |  |  |  |  |  |  |
| i.   | More than 5                                               | 5    |                                                                                                 |   |  |  |  |  |  |  |
| ii.  | 3 to 5                                                    | 3    |                                                                                                 |   |  |  |  |  |  |  |
| iii. | Less than 3                                               | 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 contactless cards personalization available                         | 3 |  |  |  |  |
|    |                                  | ii.  | Best technologies available to satisfy bank's present and future requirements, new variant cards    | 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  |          |          |          |          |          |
| <b>TOTAL</b> |                                                                                                              |      |                                            | 100 | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |

## Appendix–R

### 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.*

**Appendix-S**

**FORMAT FOR EMD BANK GUARANTEE**

To:

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-

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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)

## Appendix–J

(Model template is attached. Updated SLA will be shared with successful bidders.)

### SERVICE LEVEL AGREEMENT

This agreement ("Agreement") is made at \_\_\_\_\_ (Place) on this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its Payments & Special Projects Department, Corporate Centre, First Floor, C Wing, Mittal Towers, Nariman Point, Mumbai 400 021<sup>1</sup> hereinafter referred to as "**the Bank**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

AND

\_\_\_\_\_ <sup>2</sup> a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at \_\_\_\_\_ hereinafter referred to as "**Service Provider/ Vendor**", which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

- (i) "The Bank" is carrying on business in banking in India and overseas and desirous to avail services for Procuring, Processing of Card and PIN/PPKs, and Personalisation (embossing/indenting or any other methods approved by Schemes) of Debit Cards, Smart Cards, EMV

<sup>1</sup>Name & Complete Address of the Dept.

<sup>2</sup>Name & Complete Address ( REGISTERED OFFICE) of service Provider,

contact cards, EMV contact less cards, Dual Interface Cards, Image Cards, printing of PIN/PPK mailers and Collaterals for "The Bank" and dispatch thereof;<sup>3</sup>

- (ii) SBI had floated / issued a Request for Proposal (RFP) on \_\_\_\_\_ for procuring, processing and personalisation of cards. \_\_\_\_\_;
- (iii) \_\_\_\_\_; and
- (iv) Service Provider is in the business of providing personalising and supply different card variants and connected services to Banks and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.
- (v) Service Provider submitted its bid through e-Reverse Auction held on \_\_\_\_\_ in response to the RFP which was accepted by SBI vide its letter dated \_\_\_\_\_
- (vi) Pursuant to the acceptance of the bid of Service Provider, SBI and Service Provider are desirous of recording the terms and conditions of the work to be done/ Services to be rendered by Service Provider in connection with the cards to be issued by the Bank.
- (vii) The Request For Proposal dated \_\_\_\_\_, the bid submitted by Service Provider and the letter of acceptance of State Bank of India Ref. No. \_\_\_\_ dated \_\_\_\_ 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.

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<sup>3</sup> Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:-

## 1. DEFINITIONS & INTERPRETATION

### 1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- 1.1.1 'The Bank' shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures:< Strike of whichever is inapplicable.>
- 1.1.2 "Confidential Information" shall have the meaning set forth in Clause 14.
- 1.1.3 "Deficiencies" shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.4 "Documentation" will describe in detail and in a completely self-contained manner how the User may access and use the ..... (name of the Services) <Strike off whichever is inapplicable>,<sup>4</sup> such that any reader of

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<sup>4</sup> Name of services



the Documentation can access, use and maintain all of the functionalities of the ..... (Service)<sup>5</sup>, without the need for any further instructions. 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, 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 etc.

- 1.1.5 "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.1.6 "Project Cost" means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. \_\_\_\_\_ <in words>) for the full and proper performance of its contractual obligations.
- 1.1.7 "Request for Proposal (RFP)" shall mean RFP NO. \_\_\_\_\_ dated \_\_\_\_\_ along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.8 "Root Cause Analysis Report" shall mean a report addressing a problem or non-conformance, in order to get to the 'root cause' of the problem,

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<sup>5</sup> Name of services

which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

1.1.9 'Services' shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.

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

1.2 **Interpretations:**

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment

or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

### 1.3 **Commencement, Term & Change in Terms**

1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from \_\_\_\_\_ (Effective Date).

1.3.2 This Agreement shall be in force for a period of 03 (Three) year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term on the mutually agreed terms & conditions.

## 2. **SCOPE OF WORK**

The scope and nature of the work which Service Provider has to provide to the Bank (Services) is described in **Annexure-A**.

## 3. **FEES /COMPENSATION**

### 3.1 **Professional fees**

3.1.1 Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. 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 Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

3.1.2 Service Provider will raise Local Head Office and Other Offices wise monthly invoices based on card produced to ATM Switch Centre attaching MIS (in softcopy) for verification of the number of cards/pins generated. Service Provider 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/Other Offices. While raising invoices for claiming reimbursement of courier bills, Service Provider shall show amount of taxes if any charges by the courier/Speed Post in the invoices to enable the Bank to claim tax credits wherever applicable. Local Head Offices / Other Offices will ensure that payment of bills raised be paid within 30 days of receipt of Bills (excluding days taken by Service Provider in providing clarification if any sought by the Bank regarding bills submitted).

3.1.3 \_\_\_\_\_

3.2 All duties and taxes (excluding<sup>6</sup> \_\_\_\_\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. \_\_\_\_\_ *<insert tax payable by the Bank>* or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

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<sup>6</sup> Please determine the applicability of the taxes.

### 3.4 **Payments**

3.4.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.

3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith, and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

### 3.5 **Bank Guarantee and Penalties**

3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. \_\_\_\_\_ valid for a period of 03 (Three) year(s) 03 (Three) month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.

3.5.2 The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

- 3.5.3 If at any time during performance of the contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 3.5.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule<sup>7</sup> specified in this Agreement.
- 3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-E** in respect of any delay beyond the permitted period in providing the Services.
- 3.5.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

#### 4. LIABILITIES/OBLIGATION

##### 4.1 The Bank's Duties / Responsibility(if any)

- (i) 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 Service Provider.

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<sup>7</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

- (ii) The above data (in soft copy format) relating to the SBI customers will be accessed by the Service Provider through leased line or any other mode agreed to between the Service Provider and SBI.
- (iii) 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 Service Provider. In case these details are missing for any newly set up branches, Service Provider shall not be held liable for any delays in dispatches of cards / pins.
- (iv) SBI shall provide Service Provider with the Embossing file (based on the data sent from SERVICE PROVIDER 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.
- (v) The file transfers between Service Provider and SBI shall take place in an encrypted form through SBI Connect / lease line / MPLS. The encryption method will be decided by SBI.
- (vi) PIN printing to be done through HSM / software as advised by the Bank. HSMs to be supplied by SBI.
- (vii) SBI shall examine and approve the design and specifications of blank plastic and collaterals to be used by Service Provider, 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. Service Provider shall provide proofs and sample based on the artwork and shall commence production only when SBI approves the final product.
- (viii) SBI shall supply the encoding details of the magnetic strip (on the plastic) / Chip to Service Provider.
- (ix) Processing and authorising invoices
- (x) \_\_\_\_\_

#### 4.2 **Service Provider Duties**

- (i) Service Delivery responsibilities

- (a) To adhere to the service levels documented in this Agreement.
- (b) Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
- (c) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws for the time being in force including but not limited to Information Technology Act, 2000 and rules thereof concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
- (d) Service Provider 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.
- (e) Service Provider will assist to facilitate obtaining approval of design and product from MasterCard / VISA / NPCI.
- (f) Service Provider shall connect through SBI's own wide area network (hereinafter called "State Bank Connect") via lease line / ISDN with adequate capacity not less than 2 MB to SBI's data centre at CBD Belapur, Navi Mumbai and DRC site, Chennai or any other office as may be required. Service Provider'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 Service Provider to connect with any other third party and should be dedicated for SBI. The Service Provider shall also make all necessary arrangements for backup connectivity.



- (g) All Cards would be personalised by Service Provider based on the Embossing file received from the ATM Switch Centre of SBI and the respective PINs would be printed on SBI approved stationery procured by Service Provider. Card personalisation will be of all types un-embossed, Embossed, photo, Chip, EMV Chip Cards, and Dual Interface Cards etc. Service Provider will print PIN, inclusive of duplicate (re-generated) PIN, when required.
- (h) Service Provider shall source all the blank plastic and collateral stationery for the cards based on the design and specifications approved by the Corporate Centre of SBI. Contents of the cards collateral and the ISO norms set for Card and other Specifications are specified in Annexure II. Service Provider shall keep sufficient inventory for all card 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.
- (i) Service Provider shall dispatch embossed Cards and the welcome letters and other collaterals to 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 Service Provider.
- (j) Service Provider 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) Service Provider shall receive all cards and pins 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 daily basis. The undelivered

PINs received back will be shredded after a proper recording. The Service Provider 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 Service Provider 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 SERVICE PROVIDER 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 SERVICE PROVIDER shall also not be reimbursed.

- (l) Service Provider shall print re-generated PINs, whenever required at specified costs and stipulations given in Annexure IV.
- (m) Service Provider shall provide SBI with regular MIS in the agreed format and intervals (refer to Annexure III). Acknowledgements would be sent by SERVICE PROVIDER to the SBI branches for all data received, approved and rejected with reasons through mail on daily basis.
- (n) Service Provider 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) Service Provider shall have turnaround time of 1 day for LCPC (liability Central Processing Centre) and other cards (excluding Sundays and National holidays) barring 3 National Holidays starting from receipt of embo file to delivery to DOP / Courier(s). The volume management by Service Provider is \_\_\_% of total volume projected as per RFP and Service Provider will have necessary infrastructure to manage this 30% volume and SLA will be applicable for this \_\_\_% volume. However, in case Service Provider is offered additional volumes on account of re-allocation or for any other reason whatsoever and such

offer is accepted by Service Provider, then the SLA shall be applicable also for such additional volumes. **Cut off time to turn around time will be 22:00 Hours.** Service Provider should be able to make arrangements for issuance and dispatch of priority cards within 12 hours of the receipt of embo file. Service Provider shall have turnaround time of 1 day for PINs for LCPC (Liability Central Processing Centre) and 1 day for all other PINs (inclusive of Sundays and holidays) starting from receipt of pin data to delivery to DOP / Courier(s). SLA shall be applicable for entire PIN mailers volume processed by the Service Provider. Cut Off time to turn around time will be 22:00 hours. The Service Provider should be able to make arrangements for issuance and dispatch of priority PINs within 12 hours of the receipt of embo file.

- (p) 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 Service Provider. The software should be parameterised 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 to provide related end to end services to the Bank as also modifications required in the software shall be borne by the Service Provider.
- (q) Service Provider 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.
- (r) 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.

- (s) 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.
- (t) Service Provider 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.
- (u) Service Provider 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.
- (v) 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.
- (w) Service Provider 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.
- (x) Service Provider 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.

- (y) 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.
- (z) Service Provider 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.
- (aa) Service Provider 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 .
- (bb) Service Provider 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.
- (cc) Service Provider 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.
- (dd) Security guards for screening and frisking VENDOR staff and others, will be provided by the Bank. Service Provider 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.
- (ee) 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.

- (ff) Service Provider 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
- (gg) Service Provider 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.
- (hh) Service Provider 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. Service Provider shall also develop and implement mechanism to restrict usage of these numbers allotted to other vendors and shared by them.
- (ii) Service Provider will share Card Design related files and information of the Bank with other Service Provider when asked to do so by the Bank.

The duties of Security personnel will be monitored by Service Provider.

- (ii) Security Responsibility
  - (a) Service Provider shall maintain the confidentiality of the Bank's resources and other intellectual property rights.
  - (b) Service Provider shall implement and maintain reasonable security practices and procedures as defined under Section 43A of Information Technology Act, 2000 and rules thereof.
  - (c) Without the Bank's prior written permission, Service Provider shall not store or share Bank's materials including Confidential Information outside the geographical boundary of India or in/with a public cloud.
  - (d) Service Provider shall ensure that its environment is suitably protected from external threats by way of firewall.

- (e) Service Provider shall follow the best practices of creation of separate network zones (VLAN Segments) for Web, App, DB and different zones for critical applications, non-critical applications, UAT etc.
- (f) Service Provider shall take action immediately to identify and mitigate an information security incident and to carry out any recovery or remedies. Service Provider shall first obtain the Bank's approval of the content of any filing, communications, notices, press release or reports related to any security breach prior to any publication or communication thereof to any third party. Service Provider shall maintain a well understood reporting procedure for security incidents and a copy of such procedure shall be made available to the Bank.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) Card and PIN/ PPK related data should always remain encrypted during storage and transmission.
- (k) 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.
- (l) Keys for encryption should be securely kept and procedures outlined in SBI's cryptographic policy should be followed.

- (m) Segregation of duties should be implemented for various activities e.g. Card embossing, PIN/ PPK printing, stuffing and PIN/ PPK dispatch.
- (n) 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.
- (o) Physical access restriction to ensure that persons connected with the work are only allowed access to the printing and embossing areas, as applicable.
- (p) 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
- (q) Employee undertaking to be obtained to treat the information confidential and abide by SBI's IT Policy and IS security policy.

## **5. REPRESENTATIONS & WARRANTIES**

- 5.1 Each of the Parties represents and warrants in relation to itself to the other that:
  - 5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
  - 5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
  - 5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right



of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.

5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

## 5.2 **Additional Representation and Warranties by Service Provider**

5.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

5.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

5.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.

5.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the Services provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

5.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have

undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

- 5.2.6 Service Provider 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.
- 5.2.7 Service Provider 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.
- 5.2.8 Further, the Service Provider 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.
- 5.2.9 Service Provider warrants that the software deployed/ upgraded for providing Services as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being deployed as well as any subsequent versions/modifications done). Software deployed/ upgraded for providing Services as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.

- 5.2.10 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
- 5.2.11 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided 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 this regard.
- 5.2.12 Service Provider agrees that the Bank either itself or through its authorized representative shall have right to perform ethical hacking on public IPs and URLs of Service Provider, wherein the Bank has integrations.
- 5.2.13 Service Provider agrees that it shall communicate to the Bank well in advance along with detail plan of action, if any changes in Service Provider's environment/infrastructure is of the nature that may have direct or indirect impact on the Services provided under this Agreement or operations of its Services.
- 5.2.14 Service Provider at its own expenses, agrees to provide audit report of the process and infrastructure from CERT-In empanelled ISSP, periodically, at least once in a year or as requested by the Bank.
- 5.2.15 Service Provider shall ensure confidentiality, integrity and availability of the Bank's information at all times and shall comply with regard to the followings:
- a) Acceptable Usage Policy: Information assets of Service Provider should be provided to its authorized users only for the intended

purpose and users shall adhere to safe and acceptable usage practices.

- b) Email Usage: The employees of Service Provider shall use authorized media only for email communication.
- c) Password Management: Service Provider shall have a password management system in place, which ensures secure passwords.
- d) Physical and Environmental Security: Service Provider shall provide sufficient guidance for its employees with respect to physical and environmental security.
- e) Logical Access Control and User Access Management: The access to information and information systems shall be according to the principles of "least privilege" and "need to know" basis to authorized users of Service Provider.
- f) Infrastructure Security: Service Provider shall ensure correct and secure operations of information processing facilities.
- g) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment are requested, tested and approved prior to installation or implementation.
- h) Information Security Incident Management: Service provider shall ensure effective management of information security incidents, including the preservation of digital evidence.
- i) Communications Strategy: Service provider shall ensure prevention of unauthorized access to communications traffic, or to any written information that is transmitted or transferred.
- j) Service Provider Relationship: Service provider shall ensure that information security risks related to outsourcing of Services to any other party, if permitted by the Bank, shall be assessed and managed regularly, to the satisfaction of the Bank.

- k) Digital Risk: Service Provider shall ensure that electronic data is gathered and preserved in a systematic, standardized and legal manner to ensure the admissibility of the evidence for the purpose of any legal proceedings or investigations, whenever demanded by the Bank.
- l) Change Management: Service Provider shall provide a managed and orderly method in which changes to the information technology environment (including, database, operating system, application, networking etc.) are requested, tested and approved prior to installation or implementation.
- m) Port Management: Service Provider shall ensure that the controls are implemented for secure port management so as to protect the network from unauthorized access.
- n) Patch Management: Service Provider shall ensure that the security patches to information assets and systems are correctly and completely updated in a timely manner for known vulnerabilities.
- o) Backup Management: Service Provider shall ensure that regular backup is taken so that when necessary, information may be restored from backup media to return the application, database, operating system etc. to production status.
- p) Access Management: Service Provider shall limit access to information and information processing facilities for authorized users only.
- q) Log Management: Logging shall be enabled on all systems of Service Provider to ensure audit trail is maintained every time.
- r) Service Provider shall have an anti-virus solution with regular updates to protect their system against malicious attacks in the form of virus, malware, trojans etc.

## **6. GENERAL INDEMNITY**

- 6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider’s breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.
- 6.2 Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of Service Provider systems including deliverables within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

## **7. CONTINGENCY PLANS**

- 7.1 Service Provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.
- 7.2 Service Provider shall have defined business continuity management and disaster recovery procedures in place for effective handling of critical business processes in situation of any incident disrupting the Services under this Agreement. Service Provider shall carry out periodic drill activity

to ensure the effectiveness of business continuity management and disaster recovery procedures and reports of such activities shall be shared with the Bank.

## **8. TRANSITION REQUIREMENT**

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs. \_\_\_\_\_ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure E.

## **9. LIQUIDATED DAMAGES**

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may,

without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 1.0% of total Project cost for delay of each week or part thereof maximum up to 10% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

## **10. RELATIONSHIP BETWEEN THE PARTIES**

- 10.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the 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.
- 10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.
- 10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.



10.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## 11. SUB CONTRACTING

i. As per the scope of this Agreement sub-contracting is not permitted. 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.

iii. Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank shall have access to such records.

iv. In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.

v. Service Provider shall provide subcontracting details to the Bank and if required, Bank may evaluate the same. Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.

vi. The Bank reserves the right to ask Service Provider and Service provider shall change/ amend the clause(s) entered between Service Provider and Subcontractor for Bank's suitability.

vii. Service Provider shall not sub-contract all or part of the core activities such as procurement, personalization and PIN 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.

viii. Deviation from this rule, if any, found in the performance of the contract, Bank reserves the right to impose a penalty which is equivalent to the value of the order so outsourced without approval in addition to right to Bank to terminate the contract.

## **12. INTELLECTUAL PROPERTY RIGHTS**

12.1 For any technology / software / product used by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

12.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give

rise to any third-party claims or to limit the Bank's rights under this Agreement.

- 12.3 Subject to clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- 12.4 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- 12.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.

### 13. INSPECTION AND AUDIT

- 13.1 SBI has a right to audit the products, Software and the services of Service Provider, relating to the deliverables of Service Provider to SBI under this agreement.
- 13.2 It is agreed by and between the parties that Service Provider shall be subject **to audit (as per Bank's Policy)** by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, 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 Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) 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 Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours, however it will not apply to bank's surprise checking visits.
- 13.3 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it 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. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding

compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

- 13.4 Service Provider further agrees that whenever required by the Bank, it will 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(ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).
- 13.5 It is agreed that the Bank shall have the access to all books, records and information relevant to the Services available with the Vendor or their outsourced agents / sub-contractors (if allowed by the Bank) regarding processes related to the Bank.
- 13.6 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 the employees of the Vendor.
- 13.7 The Bank shall have the right to conduct surprise check of the Vendor's or their outsourced agents' / sub-contractors' (if allowed by Bank) activities in respect of the Services.
- 13.8 Service Provider 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.
- 13.9 Service Provider 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.

13.10 Service Provider 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.

13.11 Service Provider agrees that the Complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Provider or their outsourced agents / sub-contractors (if allowed by the Bank) shall be recorded and Bank / Reserve Bank of India shall have access to such records and redressed of customer complaints by Service Provider.

#### **14. CONFIDENTIALITY**

14.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

- 14.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.
- 14.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.
- 14.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.
- 14.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 14.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by

obligations of confidentiality no less restrictive than the terms of this Agreement.

14.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.
- (ii) Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.
- (iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
- (iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.
- (v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

14.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. 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, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

14.9 Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.



- 14.10 Service provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project. Specific requirements will be shared as and when required.
- 14.11 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the Services and obligations under this Agreement.
- 14.12 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.
- 14.13 The Bank reserves its right to recall all the Bank's materials including Confidential Information, if stored in Service Provider system or environment, at any time during the term of this Agreement or immediately upon expiry or termination of Agreement. Service Provider shall ensure complete removal of such material or data from its system or environment (including backup media) to the satisfaction of the Bank.
- 14.14 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.
- 14.15 Service Provider 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 provisions.
- 14.16 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 Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry / termination of the Agreement.

14.17 Service Provider agree 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 Service Provider or its employees, agents, representatives, Sub-contractors. Service Provider 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 Service Provider.

## **15. OWNERSHIP**

15.1 Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

15.2 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this Agreement.

15.3 All information processed by Service Provider during Services belongs to the Bank. Service Provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service Provider will implement mutually agreed controls to protect the information. Service Provider also agrees that it will protect the information appropriately.

## 16. TERMINATION

16.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (e) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (f) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (g) Violations of any terms and conditions stipulated in the RFP;
- (h) On happening of any termination event mentioned herein above in this Agreement.
- (i) In case of serious irregularities in processing, personalising or printing of debit cards bank may debar the vendor temporarily or permanently with immediate effect.

Prior to providing a written notice of termination to Service Provider under clause 16.1 (i) to 16.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

16.2 The Bank, by written notice of not less than 30 (thirty) days, may terminate the Agreement, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

16.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However,

Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

16.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

- (i) If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- (iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.
- (iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

16.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

16.6 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

16.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation

of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

## **17. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW**

- 17.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.
- 17.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (the Bank or Service Provider) shall 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.
- 17.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; 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 and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.
- 17.4 Service Provider shall continue work under the Agreement 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.

- 17.5 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.
- 17.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Mumbai** only.
- 17.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

## 18. POWERS TO VARY OR OMIT WORK

- 18.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider 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 Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service

provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

- 18.2 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 reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

## **19. WAIVER OF RIGHTS**

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

## **20. LIMITATION OF LIABILITY**

- 20.1 The maximum aggregate liability of Service Provider, subject to clause 20.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.
- 20.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

- 20.3 The limitations set forth in Clause 20.1 shall not apply with respect to:
- (i) claims that are the subject of indemnification pursuant to Clause 12<sup>8</sup> (infringement of third party Intellectual Property Right);
  - (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
  - (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;
  - (iv) 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.

For the purpose of clause 20.3(ii) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

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<sup>8</sup> Please see Clause 12 'IPR Indemnification'



## **21. FORCE MAJEURE**

- 21.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 21.2 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, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider 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.
- 21.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 21.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

## **22. NOTICES**

- 22.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by



hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

22.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

22.3 The addresses for Communications to the Parties are as under.

(a) In the case of the Bank

The Deputy General Manager (CFPT Cards),  
State Bank of India, Payments & Special Projects Department,  
Corporate Centre, Plot No.11, First Floor, C Wing,  
Mittal Tower, Nariman Point,  
Mumbai 400 021.  
Email Id: dgm.debitcards@sbi.co.in

(b) In case of Service Provider

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

22.4 In case there is any change in the address of one Party, it shall be promptly communicated in writing to the other Party.

### 23. GENERAL TERMS & CONDITIONS

23.1 PUBLICITY: Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's

Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

- 23.2 **SUCCESSORS AND ASSIGNS:** This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.
- 23.3 **NON-HIRE AND NON-SOLICITATION:** During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.
- 23.4 **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.
- 23.5 **MODIFICATION:** This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.
- 23.6 **ENTIRE AGREEMENT:** The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
- (i) This Agreement;
  - (ii) Annexure of Agreement;
  - (iii) Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and
  - (iv) RFP

23.7 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

23.8 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

23.9 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

23.10 ASSIGNMENT

Service Provider shall not assign this agreement except with prior written consent of other party.

23.11 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.

23.12 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.

23.13 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

**State Bank of India  
Provider**

\_\_\_\_\_ **Service**

**By:**  
**Name:**  
**Designation:**  
**Date:**

**By:**  
**Name:**  
**Designation:**  
**Date:**

WITNESS:

1.

1.

2.

2.

## ANNEXURE-A

### SCOPE OF WORK

“The Bank” is carrying on business in banking in India and overseas and desirous to avail services for Procuring, Processing of Card and PIN/PPKs, and Personalisation (embossing/indenting or any other methods approved by Schemes) 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.

### 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. Card personalization of all types, e.g. Un-embossed, Embossed, Photo, EMV Chip and Dual Interface NFC Cards etc.
- iii. Printing of collaterals viz, card-carrier, users’ manual, pouch, card-envelope **(detailed in ANNEXURE 3)** or any other related matter.
- iv. 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.
- v. 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).

vi. 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.

vii. 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.

viii. MIS on a regular basis, as per Bank's requirement from time to time to monitoring Department of bank.

viii. 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.

ix. Copy of Delivery Challans for card/PIN/PPK and re-PIN/PPK dispatches to be provided by the vendor as per Bank's requirement.

x. 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 95. 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. SBI may introduce a new RTO process in future.

xi. Turnaround time shall be:

For regular per Day Card Issuance volume up to 2 Lakhs : 1 day

For regular per Day Card Issuance volume Above 2 Lakhs : 2 days

(excluding India Post holidays) from receipt of embo file to delivery to Speed Post/Courier(s) for Personalized and Non-Personalized Welcome Kit 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.

- xii. The TAT for PINs/ PPKs too will be 1 day (**Excluding Sundays and DOP holidays**) from the date of receipt of embo file to delivery to DOP/Courier(s) as applicable for cards.
- xiii. 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.
- xiv. Costs of software/modifications in software 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.
- xv. The vendor should track the movement of consignment till delivery.
- xvi. 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.
- xvii. Suitable penalty will be levied for:
  - a) Delay in personalization and handing over the same to Speed Post or Courier, per card per day.
  - b) Delay in uploading of data for Contact Centre/non-updating in Web tracking tools, per day.
  - c) Uploading of incorrect data.
  - d) Wrong dispatch of Cards and PIN/PPKs per instrument.
  - e) Delay in RTO cards re-dispatch.
  - f) Delay in Re-PIN/ PPK dispatch.
- xviii. Delay in making changes as required by SBI in QC and other areas per day.
- xix. Wrong processing, re-processing of Data submitted by Bank.
- xx. Unauthorised outsourcing of activity without the prior permission of the Bank.

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

xix. **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.

xx. 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.

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

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

xxiii. 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.

## OTHER STIPULATIONS

### 1. Penalty for Delay

For any delay beyond 6 weeks after the date of Bank's approval on art work, 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. 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.

## **3. 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.

## **4. 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.

#### **5. 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.

#### **6. 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.

#### **7. 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.

## **8. 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.

## **PIN PRINTING AND DISPATCH**

1. Test Pins to be printed in every shift.
2. Proper record / log of Pins printed/rejected to be maintained.
3. Log of PIN mailers shredded to be maintained.
4. Proper challan / acknowledgements of PINs / Re PINs dispatched.
5. Ensure single packet for one branch for daily dispatches.
6. Installation and maintenance of CCTV and Access control system.
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 dispatch).
9. Manage RTO of PINs/ Re PINs.

10. Update branch master for dispatches of PIN / Re PIN.
11. Generate MIS / reports as required by bank. (CMS closure, PIN dispatch details, etc.)
12. Manage VIP / Urgent PINs.
13. Monitor PINs dispatches (India Post / Courier).

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

Card Personalisation vendor to manage undelivered PINs, vendor to dispatch PINs 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 being dispatched with helpdesk contact details.

### **DISPATCH OF CARD**

Card Personalisation vendor to dispatch cards as per tripartite agreement with Bank, Vendor and India Post/Courier Agency. Cards are dispatched to customer, Branch or LCPC based on type of card and request file received from CBS. Vendor to take necessary approval/required details from Bank regarding dispatch of Card and PINs. Vendor dispatch Card and PINs 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 Personalisation 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 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 or Re-Pins dispatched (acknowledgement from India Post/ Courier agency).

Daily Email Notification to:

1. Branch for cards and PIN dispatched for the day (details of cards and PIN dispatched for the day).
2. Branch for undelivered card & PIN (details of RTO card and Pin for the day)
3. 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    | - | IT ATM / DCMS |
| QC and AUF generation                            | - | Vendor        |
| EMBO / PIN generation                            | - | IT ATM        |
| Dispatch of card / PIN                           | - | Vendor        |

### **HELPDESK**

Card Personalisation 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 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 GIATC to coordinate with Bank team for daily activity and manage escalated complaints.

### Annexure A1

#### **CONTROLS TO BE IMPLEMENTED BY THIRD PARTIES AND TO BE MONITORED BY IT APPLICATION OWNERS**

**Compliance Testing to be submitted by vendors on 31<sup>st</sup> January and 31<sup>st</sup> July every year through a CERT-IN approved ISSP.**

Name of the 3<sup>rd</sup> Party:

| S. No | Controls to be implemented                                                                                       | Compliance (Yes / No)                                                    |
|-------|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 1     | Whether the 3 <sup>rd</sup> party has Information security policy in place with periodic reviews?                |                                                                          |
| 2     | Whether the 3 <sup>rd</sup> party have operational processes with periodic review, including but not limited to: | a. Business Continuity Management                                        |
|       |                                                                                                                  | b. Backup management                                                     |
|       |                                                                                                                  | c. Desktop/system/server/network device hardening with baseline controls |
|       |                                                                                                                  | d. Patch Management                                                      |
|       |                                                                                                                  | e. Port Management Media Movement                                        |
|       |                                                                                                                  | f. Log Management                                                        |
|       |                                                                                                                  | g. Personnel Security                                                    |
|       |                                                                                                                  | h. Physical Security                                                     |
|       |                                                                                                                  | i. Internal security assessment processes                                |
| 3     | Whether a proper documented change management process has been instituted by the 3 <sup>rd</sup> party?          |                                                                          |
| 4     | Whether the 3 <sup>rd</sup> party has a documented policy and process of Incident management /response?          |                                                                          |
| 5     | Whether the 3 <sup>rd</sup> party's environment is suitably protected from external threats by way of:           | a. Firewall                                                              |
|       |                                                                                                                  | b. WAF                                                                   |
|       |                                                                                                                  | c. IDS/IPS                                                               |
|       |                                                                                                                  | d. AD                                                                    |
|       |                                                                                                                  | e. AV                                                                    |
|       |                                                                                                                  | f. NAC                                                                   |
|       |                                                                                                                  | g. DLP                                                                   |
|       |                                                                                                                  | h. Any other technology                                                  |



| S. No | Controls to be implemented                                                                                                                                                                                         | Compliance (Yes / No)        |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 6     | Whether rules are implemented on Firewalls of the 3 <sup>rd</sup> party environment as per an approved process?                                                                                                    |                              |
| 7     | Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule?                                                                                                    |                              |
| 8     | Whether proper log generation, storage, management and analysis happens for the 3 <sup>rd</sup> party application?                                                                                                 |                              |
| 9     | Is the 3 <sup>rd</sup> party maintaining all logs for forensic readiness related to:                                                                                                                               | a. Web                       |
|       |                                                                                                                                                                                                                    | b. Application               |
|       |                                                                                                                                                                                                                    | c. DB                        |
|       |                                                                                                                                                                                                                    | d. Configuration             |
|       |                                                                                                                                                                                                                    | e. User access               |
| 10    | Whether the 3 <sup>rd</sup> party maintains logs for privileged access to their critical systems?                                                                                                                  |                              |
| 11    | Whether privilege access to the 3 <sup>rd</sup> party environment is permitted from internet?                                                                                                                      |                              |
| 12    | Whether the 3 <sup>rd</sup> party has captive SOC or Managed Service SOC for monitoring their systems and operations?                                                                                              |                              |
| 13    | Whether the 3 <sup>rd</sup> party environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only? |                              |
| 14    | Whether 3 <sup>rd</sup> party has deployed secure environments for their applications for :                                                                                                                        | a. Production                |
|       |                                                                                                                                                                                                                    | b. Disaster recovery         |
|       |                                                                                                                                                                                                                    | c. Testing environments      |
| 15    | Whether the 3 <sup>rd</sup> party follows the best practices of creation of separate network zones (VLAN Segments) for:                                                                                            | a. Web                       |
|       |                                                                                                                                                                                                                    | b. App                       |
|       |                                                                                                                                                                                                                    | c. DB                        |
|       |                                                                                                                                                                                                                    | d. Critical applications     |
|       |                                                                                                                                                                                                                    | e. Non-Critical applications |
|       |                                                                                                                                                                                                                    | f. UAT                       |

| S. No | Controls to be implemented                                                                                                                                                                   | Compliance (Yes / No) |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 16    | Whether the 3 <sup>rd</sup> party configures access to officials based on a documented and approved Role Conflict Matrix?                                                                    |                       |
| 17    | Whether Internet access is permitted on:                                                                                                                                                     |                       |
|       | a. Internal servers                                                                                                                                                                          |                       |
|       | b. Database servers                                                                                                                                                                          |                       |
|       | c. Any other servers                                                                                                                                                                         |                       |
| 18    | Whether the 3 <sup>rd</sup> party has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations? |                       |
| 19    | Whether CERT-IN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?                                                                           |                       |
| 20    | Whether quarterly vulnerability assessment and penetration testing is being done by the 3 <sup>rd</sup> party for their infrastructure?                                                      |                       |
| 21    | Whether suitable Security Certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?                                                                     |                       |
| 22    | Whether the 3 <sup>rd</sup> party has deployed any open source or free software in their environment?                                                                                        |                       |
|       | If yes, whether security review has been done for such software?                                                                                                                             |                       |
| 23    | Whether the data shared with the 3 <sup>rd</sup> party is owned by SBI (SBI = Information Owner)?                                                                                            |                       |
| 24    | Whether the data shared with the 3 <sup>rd</sup> party is of sensitive nature?                                                                                                               |                       |
| 25    | Whether the requirement and the data fields to be stored by the 3 <sup>rd</sup> party is approved by Information Owner?                                                                      |                       |
| 26    | Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)                                                                    |                       |
| 27    | Whether the data to be shared with 3 <sup>rd</sup> party will be encrypted as per industry best standards with robust key management?                                                        |                       |
| 28    | Whether the 3 <sup>rd</sup> party is required to store the data owned by State Bank?                                                                                                         |                       |
| 29    | Whether any data which is permitted to be stored by the 3 <sup>rd</sup> party will be completely erased after processing by the 3 <sup>rd</sup> party at their end?                          |                       |



| S. No | Controls to be implemented                                                                                                                                                                                   | Compliance (Yes / No)                                                                                                                                                                                          |  |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 30    | Whether the data shared with the 3 <sup>rd</sup> party is stored with encryption (Data at rest encryption)?                                                                                                  |                                                                                                                                                                                                                |  |
| 31    | Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?                                                                                            |                                                                                                                                                                                                                |  |
| 32    | Whether the 3 <sup>rd</sup> party is required to share SBI specific data to any other party for any purpose?                                                                                                 |                                                                                                                                                                                                                |  |
| 33    | Whether a system of obtaining approval by the 3 <sup>rd</sup> party from the IT Application Owner is put in place before carrying out any changes?                                                           |                                                                                                                                                                                                                |  |
| 34    | Whether 3 <sup>rd</sup> party is permitted to take any crucial decisions on behalf of SBI without written approval from IT Application Owner?                                                                |                                                                                                                                                                                                                |  |
|       | If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances.                                                                                        |                                                                                                                                                                                                                |  |
| 35    | Whether Application Owner has verified that the 3 <sup>rd</sup> party has implemented efficient and sufficient preventive controls to protect SBI's interests against any damage under section 43 of IT Act? |                                                                                                                                                                                                                |  |
| 36    | Whether the selection criteria for awarding the work to 3 <sup>rd</sup> party vendor is based on the quality of service?                                                                                     |                                                                                                                                                                                                                |  |
| 37    | Whether the SLA/agreement between SBI and the 3 <sup>rd</sup> party contains these clauses :                                                                                                                 | a. Right to Audit to SBI with scope defined                                                                                                                                                                    |  |
|       |                                                                                                                                                                                                              | b. Adherence by the vendor to SBI Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc. |  |
|       |                                                                                                                                                                                                              | c. Right to recall data by SBI.                                                                                                                                                                                |  |
|       |                                                                                                                                                                                                              | d. Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others.                                                                                       |  |
|       |                                                                                                                                                                                                              | e. Availability of Compensation clause in case of any data breach or incident resulting into any type of loss to SBI, due to vendor negligence.                                                                |  |



| S. No | Controls to be implemented                                                                                                                | Compliance (Yes / No) |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|       | f. No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank               |                       |
|       | including the Law Enforcement Agencies.                                                                                                   |                       |
| 38    | Whether the residual risk has been covered by transferring the technology risk to Legal risk by incorporating suitable legal terms in SLA |                       |



**ANNEXURE-B**

**INFRASTRUCTURE MANAGEMENT METRICS** *<strike off which ever in not applicable>*

(a) Service metric for Recovery Time objective (RTO) *<strike off if not applicable>*

| SL no. | Service level category                                      | Service level object                                                                                                                      | Measurement range/criteria                                                                                          |
|--------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| 1.     | RTO during disaster for shifting to <i>&lt;Place&gt;</i> DC | <i>&lt;.....&gt;</i><br>(requirement to be filled by the concerned dept.)/ 4 hours <i>&lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....&gt;</i> <i>&lt; to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |

(b) SLA for Recovery Point Objective *<strike off if not applicable>*

| SL no. | Service level category                                   | Service level object                                                                                                                                            | Measurement range/criteria                                                                                          |
|--------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| 1.     | RPO during disaster for shifting to <i>&lt;Place&gt;</i> | <i>&lt;.....&gt;</i> (requirement to be filled by the concerned dept.)/ 99.999% of PR site data recovery <i>&lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....&gt;</i> <i>&lt; to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |

(c) **INFRASTRUCTURE SUPPORT METRICS** *<strike off if not applicable>*

| Activities       |              | Severity | Response Time (mins) | Resolution Time (mins) | Measurement Criteria |
|------------------|--------------|----------|----------------------|------------------------|----------------------|
| Operational Task | Details      |          |                      |                        |                      |
|                  | <i>.....</i> | Level 1  | <i>.....</i>         | <i>.....</i>           |                      |



| Activities                                                                                    |         | Severity    | Response Time (mins) | Resolution Time (mins) | Measurement Criteria |
|-----------------------------------------------------------------------------------------------|---------|-------------|----------------------|------------------------|----------------------|
| Operational Task                                                                              | Details |             |                      |                        |                      |
| <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | .....   | Level 2     | .....                | .....                  | <i>&lt;.....&gt;</i> |
|                                                                                               | .....   | Level ....n | .....                | .....                  |                      |
| <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | .....   | Level 1     | .....                | .....                  |                      |
|                                                                                               | .....   | Level 2     | .....                | .....                  |                      |
|                                                                                               | .....   | Level.....n | .....                | .....                  |                      |



**ANNEXURE-C**

**SERVICE DESK SUPPORT METRIC** *<strike off if not applicable>*

| SL no. | Service level category                                                     | Service level object                                                                                                                                  | Measurement range/criteria                                                                                  |
|--------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1.     | Call type level 1, <i>&lt;strike off which ever in not applicable&gt;</i>  | <i>&lt;.....(requirement)/ call escalated by sbi service desk to .....service provider’s team&gt; &lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....&gt;&lt; to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |
|        | Call type level 12, <i>&lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....(requirement)/ call escalated by sbi service desk to .....service provider’s team&gt; &lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....&gt;&lt; to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |

**SERVICE LEVEL REPORTING/ FREQUENCY**<sup>9</sup> *<strike off if not applicable>*

| Report Name | Interval | Recipient | Responsible |
|-------------|----------|-----------|-------------|
|             |          |           |             |
|             |          |           |             |

*< Describe the service level reporting frequency and methodology>*

**SERVICE REVIEW MEETING**<sup>10</sup> *<strike off if not applicable>*

Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board:

- President,
- Members.....

<sup>9</sup>The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

<sup>10</sup>The purpose of this section to describe the frequency of meeting and composition of service review board.



**ANNEXURE-D**

**ESCALATION MATRICS<sup>11</sup> <strike off if not applicable>**

| Service level Category                | Response/Resolution Time | Escalation thresholds           |                 |                 |                 |
|---------------------------------------|--------------------------|---------------------------------|-----------------|-----------------|-----------------|
|                                       |                          | Escalation Level 1              |                 | Escalation..... |                 |
|                                       |                          | Escalation to                   | Escalation Mode | Escalation to   | Escalation Mode |
| Production Support                    |                          | <Name, designation contact no.> |                 |                 |                 |
| Service Milestones                    |                          | <Name, designation contact no.> |                 |                 |                 |
| Infrastructure Management             |                          | <Name, designation contact no.> |                 |                 |                 |
| Application Development & Maintenance |                          | <Name, designation contact no.> |                 |                 |                 |
| Service Desk Support                  |                          | <Name, designation contact no.> |                 |                 |                 |

<sup>11</sup> To ensure that the service beneficiary receives senior management attention on unresolved issues, service provider operates a problem escalation procedure in order that any unresolved problems are notified to service provider management personnel on a priority basis dependent upon the impact and urgency of the problem.



## ANNEXURE-E

### Transition & Knowledge Transfer Plan

#### 1. Introduction

1.1 This Annexure describes the duties and responsibilities of Service Provider and the Bank to ensure proper transition of services and to ensure complete knowledge transfer.

#### 2. Objectives

2.1 The objectives of this annexure are to:

- (1) ensure a smooth transition of Services from Service Provider to a New/Replacement SERVICE PROVIDER or back to the Bank at the termination or expiry of this Agreement;
- (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
- (3) ensure that all relevant Assets are transferred.

#### 3. General

3.1 Where the Bank intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, Service Provider shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the Bank or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.

3.2 Service Provider shall co-operate fully with the Bank and any potential Replacement SERVICE PROVIDERs tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption. In particular:

3.2.1 during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider

shall comply with all reasonable requests by the Bank to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the Bank and procedures used by Service Provider for handling Data) reasonably necessary to achieve an effective transition, provided that:

- 3.2.1.1 Service Provider shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of Service Provider to any such party;
  - 3.2.1.2 Service Provider shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and
  - 3.2.1.3 whilst supplying information as contemplated in this paragraph 3.2.1 Service Provider shall provide sufficient information to comply with the reasonable requests of the Bank to enable an effective tendering process to take place but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.
- 3.3 In assisting the Bank and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:
- (1) where Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, Service Provider shall make no additional Charges. The Bank may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the Bank agrees in advance that such redeployment will prevent Service Provider from meeting any Service Levels, achieving any other key dates or from providing any

specific deliverables to the Bank, the Bank shall not be entitled to claim any penalty or liquidated damages for the same.

- (2) where any support and materials necessary to undertake the transfer work or any costs incurred by Service Provider are additional to those in place as part of the proper provision of the Services the Bank shall pay Service Provider for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the Bank.

3.4 If so required by the Bank, on the provision of no less than 15 (fifteen) days' notice in writing, Service Provider shall continue to provide the Services or an agreed part of the Services for a period not exceeding **6 (Six)** months beyond the date of termination or expiry of the Agreement. In such event the Bank shall reimburse Service Provider for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:

- (1) Services for which rates already specified in the Agreement shall be provided on such rates;
- (2) materials and other costs, if any, will be charged at a reasonable price which shall be mutually agreed between the Parties.

3.5 Service Provider shall provide to the Bank an analysis of the Services to the extent reasonably necessary to enable the Bank to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the Bank as part of the performance monitoring regime.

3.6 Service Provider shall provide such information as the Bank reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.

- 3.7 Service Provider shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the Bank or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.
- 3.8 Service Provider shall co-operate with the Bank during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.
- 4. Replacement SERVICE PROVIDER**
- 4.1 In the event that the Services are to be transferred to a Replacement SERVICE PROVIDER, the Bank will use reasonable endeavors to ensure that the Replacement SERVICE PROVIDER co-operates with Service Provider during the handover of the Services.
- 5. Subcontractors**
- 5.1 Service Provider agrees to provide the Bank with details of the Subcontracts (if permitted by the Bank) used in the provision of the Services. Service Provider will not restrain or hinder its Subcontractors from entering into agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.
- 6. Transfer of Configuration Management Database**
- 6.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate

and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

## **7. Transfer of Assets**

7.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising:

- (1) a list of all Assets eligible for transfer to the Bank; and
- (2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.

7.2 Within 1 (one) month of receiving the Asset Register as described above, the Bank shall notify Service Provider of the Assets it requires to be transferred, (the "Required Assets"), and the Bank and Service Provider shall provide for the approval of the Bank a draft plan for the Asset transfer.

7.3 In the event that the Required Assets are not located on Bank premises:

- (1) Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the Bank or its authorised representative by the date agreed for this;
- (2) any charges levied by Service Provider for the Required Assets not owned by the Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and
- (3) for the avoidance of doubt, the Bank will not be responsible for the Assets.

7.4 Service Provider warrants that the Required Assets and any components thereof transferred to the Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets

at that time, always provided such warranties are transferable to a third party.

**8. Transfer of Documentation**

8.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to Bank a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined in Annexure A.

**9. Transfer of Service Management Process**

9.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank:

- (a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
- (b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
  - (1) Incidents;
  - (2) Problems;
  - (3) Service Requests;
  - (4) Changes;
  - (5) Service Level reporting data;
- (c) a list and topology of all tools and products associated with the provision of the Software and the Services;
- (d) full content of software builds and server configuration details for software deployment and management; and
- (e) monitoring software tools and configuration.

**10. Transfer of Knowledge Base**

10.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to

provide information or material which Service Provider may not disclose as a matter of law.

## **11. Transfer of Data**

11.1 In the event of expiry or termination of this Agreement Service Provider shall cease to use the Bank's Data and, at the request of the Bank, shall destroy all such copies of the Bank's Data then in its possession to the extent specified by the Bank.

11.2 Except where, pursuant to paragraph 11.1 above, the Bank has instructed Service Provider to destroy such Bank's Data as is held and controlled by Service Provider, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, Service Provider shall deliver to the Bank:

- (1) An inventory of the Bank's Data held and controlled by Service Provider, plus any other data required to support the Services; and/or
- (2) a draft plan for the transfer of the Bank's Data held and controlled by Service Provider and any other available data to be transferred.

## **12. Training Services on Transfer**

12.1 Service Provider shall comply with the Bank's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the Bank or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by Service Provider.

12.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.

12.3 Subject to paragraph 12.2 above, Service Provider shall produce for the Bank's consideration and approval 6 (six) months prior to expiry or within 10 (ten) working days of issue of notice of termination:

- (1) A training strategy, which details the required courses and their objectives;

- (2) Training materials (including assessment criteria); and
- (3) a training plan of the required training events.

12.4 Subject to paragraph 12.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the Bank.

### **13. Transfer Support Activities**

13.1 6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist the Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the Bank, as the case may be.

13.2 The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to:

- (1) a timetable of events;
- (2) resources;
- (3) assumptions;
- (4) activities;
- (5) responsibilities; and
- (6) risks.

13.3 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER specific materials including but not limited to:

- (a) Change Request log;
- (b) entire back-up history; and
- (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.



- 13.4 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.
- 13.5 On the date of expiry Service Provider shall provide to the Bank refreshed versions of the materials required under paragraph 13.3 above which shall reflect the position as at the date of expiry.
- 13.6 Service Provider shall provide to the Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.
- 13.7 Service Provider shall provide for the approval of the Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

**14. Use of STATE BANK OF INDIA Premises**

- 14.1 Prior to expiry or on notice of termination of this Agreement, Service Provider shall provide for the approval of the Bank a draft plan specifying the necessary steps to be taken by both Service Provider and the Bank to ensure that the Bank's Premises are vacated by Service Provider.
- 14.2 Unless otherwise agreed, Service Provider shall be responsible for all costs associated with Service Provider's vacation of the Bank's Premises, removal of equipment and furnishings, redeployment of Service Provider Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the Bank Premises to their original condition (subject to a reasonable allowance for wear and tear).

**XXXXX**