

Date: 1-Feb-2025

RFP Name: Request for Proposal for Procurement Processing and Personalisation of Rupay Wearables (Smart-Watch, Key Chain, NFC Stickers And Wrist Band)

RFP Ref. No.: SBI/ TB-S&SP/PS/PROJECTS/2024-25/004 dated: 13/01/2025

Corrigendum 1

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
1	13	6. ELIGIBILITY AND TECHNICAL CRITERIA:	(a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM. (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.	We request clarity on the aspect of OEM and the role envisaged by the bank in the case of supply of the payment wearables to SBI.	As per RFP, Point a), b) are self- explanatory.
2	22	18. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:	vii. All wearables to be procured shall strictly conform to the International Standard set vide ISO/IEC FDIS 7810:2003(E). & ISO/IEC 7816-4:2013.	As we understand the given ISO specifications are for cards and not specific to the payment wearables form factors nor the chip loaded with payment applet. Request bank to clarify on the same.	Deleted.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
3	23	Award Criteria and Award of Contract	Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision/ clarifications thereto will be applicable for this RFP and contract will be awarded amongst the Bidders in the ratio of 60:25:15 by following the process as defined as under.	The RFP is for 1000 Qty only, Bank to suggest if this volume would be divided between 2-3 successful bidders.	RFP condition prevails. The contract to be awarded to 3 bidders as per the RFP T&C.
4	28	28. WARRANTY:	<p>i. Service Provider shall ensure to support the Product and its associated items/components including OS/firmware till the installation of the product as specified in Scope of Work in this RFP. Service Provider shall ensure that Product is made operational to the full satisfaction of the Bank within the given timelines.</p> <p>ii. On site comprehensive warranty for the Product would include free replacement of wearables, parts, kits, resolution of problem, if any, in Product.</p> <p>iii. Support/Warranty would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Service Provider warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider will provide support for replacement of components/system software during the specified period of the hardware on which these software and operating system will be installed. Service Provider shall replace defective parts including all parts of the Equipment at his own cost including the cost of transport in the event of non-functioning of product.</p>	The points for warranty seem to be suggestive of hardware procurement. Request bank to review from the perspective of payment wearable product supplies.	<p>i. Service Provider shall ensure to support the Product and its associated items/components including OS/firmware till the installation delivery of the product as specified in Scope of Work in this RFP. Service Provider shall ensure that Product is in operational condition and to the full satisfaction of the Bank within the given timelines.</p> <p>ii. On site comprehensive warranty for the Product would include free replacement of wearables, parts, kits, resolution of problem, if any, in Product. (through service centers where customer can avail</p>

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
					<p>warranty services.) Customer convenience to be taken care by the bidder.</p> <p>iii. Support/Warranty would be on-site comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Service Provider warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider will provide support for replacement of components/system software during the specified period of the hardware-wearable on which these software and operating system will be installed. Service Provider shall replace defective parts including all parts of the Equipment at his own cost including the cost of transport in the</p>

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
					event of non-functioning of product.
5	30	30 DELIVERY, INSTALLATION AND COMMISSIONING:	<p>i. Service Provider shall provide such packing of the Products as is required to prevent its damage or deterioration during transit thereof to the location given by the Bank. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weight of packing cases shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.</p> <p>v. The installation will be deemed to be completed, when the Product including all the hardware, accessories/components, firmware/system Wearable, and other associated Wearable have been supplied, installed and operationalised as per the technical specifications and all the features as per the technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of the Bank. Service Provider has to resolve any problem faced during installation and operationalisation.</p> <p>vii. The details of the documents to be furnished by Service Provider are specified hereunder:</p> <p>(a) 2 copies of Vendor's Invoice showing contract number, products description, quantity, unit price and total amount.</p> <p>(b) Delivery Note or acknowledgement of receipt of Products from the consignee or in case of products from abroad, original and two</p>	<p>The points for Delivery, Installation and Commissioning seem to be suggestive of hardware procurement. Request bank to review from the perspective of payment wearable product supplies.</p>	<p>Listed Documents as per Bank's requirement to be submitted by the bidder.</p>

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
			<p>copies of the negotiable clean Airway Bill. (c) 2 copies of packing list identifying contents of each of the package. (d) Insurance Certificate. (e) Manufacturer's warranty certificate.</p>		
6	31	33 INSPECTION AND TESTING:	<p>i.The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the product on a representative model at Service Provider's location. ii.The inspection and test prior to dispatch of the product/at the time of final acceptance would be as follows: (a) Service Provider shall intimate the Bank before dispatching products for conducting inspection and testing. (b) The inspection and acceptance test may also be conducted at the point of delivery and / or at the products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by Service Provider to provide necessary facility / equipment at its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by Service Provider.</p>	<p>The points for Inspection & Testing seem to be suggestive of hardware procurement. Request bank to review from the perspective of payment wearable product supplies.</p>	RFP condition prevails.
7	37	Technical Documentation, 42 (i)	<p>Service Provider shall deliver the following documents to the Bank for every Wearable including third party Wearable before Wearable/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, Wearable requirement specification, on-line tutorials/ CBTs,</p>	<p>Bank may please suggest if it is to be provided by bidders in the RFP response submission or if it is to be submitted by the successful bidder only at a later stage.</p>	<p>To be submitted by the successful bidders. However, refer to clause for submission of proposed solution brochures with bid.</p>

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
			system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.		
8	57	Appendix-B, Bidders Eligibility Criteria, Point 5	Bidder should have experience of minimum 3 years in providing the required Products/Services as per RFP or in the field of supply and personalization of EMV Chip Based Credit/Debit Banking Cards of MasterCard, RuPay and VISA Networks in India without any disqualification in the preceding three Financial Years i.e, April 2021 to April 2024.	We hereby request Bank to require experience of supply of RuPay OTG Wearables to Private/PSU Banks during the last 3 Financial Years April 2021 to March 2024.	RFP condition prevails.
9	59	Appendix-B, Bidders Eligibility Criteria, Point 13	Bidder should have supplied and personalized at least five crore DI/Contactless/NCMC Cards/wearables during previous FY 2023-24 simultaneously to minimum 5 Private / PSU Banks.	We hereby request Bank to mandatorily ask for RuPay OTG Wearables Execution Experience, a minimum of 1.50 Lakh Qty Wearables Supply in form of Leather Key Chains or PVC Key Chains or Mobile Stickers or all 3 put together to PSU's / Scheduled Commercial Banks / Fintechs during the last 3 Financial Years April 2021 to March 2024.	RFP condition prevails.
10	59	Appendix-B, Bidders Eligibility Criteria,		NPCI conducts the RuPay audit specifically for the purposes of wearable certification viz technical capability, infrastructure and other physical and logical security paramters and only post successfully clearing of the same, NPCI includes the wearables activity as part of the scope in the annual	Please refer Appendix - C of RFP.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
				<p>certificate for the respective site.</p> <p>Without having the wearable certification from NPCI, no RuPay wearables can be personalised and supplied. Request SBI to include the NPCI certification as a mandatory eligibility qualification criteria.</p>	
11	72	Appendix-E, Scope of Work, point iv	<p>Dispatch arrangements of wearables (postal/courier charges to be borne by the Bank. Vendor to submit State wise/Circle wise dispatch details along with Monthly bills to respective Local Head Offices of Circles/ Foreign Offices for reimbursement).</p>	<p>Bank to define:</p> <ul style="list-style-type: none"> - Basis of logistics partner selection - Courier / Speed Post - Invoicing & Payment Modalities 	<p>Delivery of wearables to be done at: (State Bank of India, TB Solutions & Special Projects Dept., Corporate Centre, Mafatlal Centre, 2nd Floor, Nariman Point, MUMBAI - 400 021.) Bidder to ensure necessary inventory is maintained by the supplier.</p>
12	73	Appendix-E, Scope of Work, point viii	<p>The vendor should track the movement of consignment till delivery.</p>	<p>Bank to define:</p> <ul style="list-style-type: none"> - Basis of logistics partner selection - Courier / Speed Post, accordingly the requirement and SOW of tracking the movement of consignment till delivery under a defined TAT 	<p>Delivery of wearables to be done at: (State Bank of India, TB Solutions & Special Projects Dept., Corporate Centre, Mafatlal Centre, 2nd Floor, Nariman Point, MUMBAI - 400 021.)</p>

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
					Bidder to ensure necessary inventory is maintained by the supplier.
13	73	Appendix-E, Scope of Work, point xiv	SBI may examine feasibility of change in existing RTO process in which wearables returned to the vendor if un-delivered for onward dispatch to the concerned Branch.	We recommend re-directing of any undelivered articles to customer's respective branch.	Delivery of wearables to be done at: (State Bank of India, TB Solutions & Special Projects Dept., Corporate Centre, Mafatlal Centre, 2nd Floor, Nariman Point, MUMBAI - 400 021.) Bidder to ensure necessary inventory is maintained by the supplier.
14	73	Appendix-E, Scope of Work, point xv	xv. Suitable penalty will be levied for: a) Delay in personalization and handing over the same to Speed Post or Courier, per item per day. b) Delay in uploading of data for Contact Centre/non-updating in Web tracking tools, per day. c) Uploading of incorrect data.	Bank to define: - Basis of logistics partner selection - Courier / Speed Post - Invoicing & Payment Modalities - Suitable penalty for all the 3 points a, b & c.	The details will be shared with successful bidder at a later stage.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
15	74	Appendix-E, Scope of Work, point 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 wearables under supervision of Complaints Management Department. Infrastructural support for this shall be provided by SBI.	For the quantum of volume involved required under this RFP, deployment of permanent manpower at the SBI GITC will not be feasible. The support w.r.t complaints, clarifications, delivery/disapctch can be provided by the operations team of the vendor. Request SBI to kindly relook at this clause and suitably modify.	Deleted.
16	74	Appendix-E, Scope of Work, point xxi	Vendor to submit monthly certificate for compliance as per RFP/SLA.	Bank to provide requirement and format.	As per RFP requirement, bidder to ensure SLA adherence as per Annexure K1.
17	76	Appendix-E, Scope of Work	Description for miniature version of Debit Cards -EMV Contactless Card with payment application. MiniFob PVC card in compliance with EMV co (having scheme application loaded) with Sim Plug that can be insert into wearable options. Product should be a contactless-only ID-000 card (cut out from an ID-1 carrier) to be inserted into a final Contactless Payment Device. The product should be evaluated in accordance with the CSI Program procedures (or any equivalent qualification criteria that may be proposed by respective Card Scheme.	There are different technologies/approaches for the manufacture and production of the sticker cards. Having an ID-000 card (cut out from an ID-1 carrier) is one of them. We currently work with several banks and supply stickers which are approved by NPCI and are being used by customers on field. Bank to also define sticker thickness in microns. We request bank to give specifications of the output required and and not	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
				necessarily mandate the use of minifob technology.	
18	75	Appendix-E, Scope of Work	<p>Description for Wrist Band: Minifob is inserted in the silicon wristband Specification: Silicon Bracelet 230x20x5mm, Silicone Rubber, Logo print (Single Color), wristband color white, blue (and others). Product to me made available in multiple color.</p>	There are different technologies/approaches for the manufacture and production of the payment module and insertion of the same into the silicon wristband. Having a minifob inserted into a silicon band without sealing the same is a potential security hazard. We request bank to give specifications of the output required and not necessarily mandate the use of minifob being inserted into the silicon band.	RFP condition prevails. Bidder to propose as per industry standards in compliance to specifications already available in RFP.
19	76	Appendix-E, Scope of Work	<p>Description for KeyChain: The Product to be with genuine leather with Silver MS ring. Minifob to be embedded and stitched within the keychain. The product to be made available in multiple colours (single tone) 1) Leather Keychain with Chip Fitted inside: 2)Genuine leather, single Color, 3) Kappa board 1.5 mm- 2 pcs 4) 9 mm Silver coating Jam Button 5)Silver coating Ring MS 6)White/Blue thread for Stitching 7) Waterproof</p>	<p>Bank to confirm use of genuine leather and no synthetic material.</p> <p>Bank to also confirm that Jam Button is a Silver coated round Rivette with 9 mm diameter.</p>	<p>1. Bidder to propose genuine leather only. 2. RFP condition prevails. "9 mm Silver coating Jam Button"</p>

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
20	76	Appendix-E, Scope of Work	<p>Description of NFC Sticker: Contactless card (MiniFOB card) can be pasted back of the mobile for contactless payments with high quality adhesive sticker. Specification: PVC card with Contactless chip, Dimensions: 54x42x2mm</p>	<p>There are different technologies/approaches for the manufacture and production of the sticker cards. Having an ID-000 card (cut out from an ID-1 carrier) is one of them. We currently work with several banks and supply stickers which are approved by NPCI and are being used by customers on field. Bank to also define sticker thickness in microns. We request bank to give specifications of the output required and not necessarily mandate the use of minifob technology.</p>	RFP condition prevails.
21	78	Appendix-E1, Other Stipulations	<p>2. Non-Adherence to TAT Turn Around Time shall be as under: For regular per day issuance volume up to 10,000 (per item) = 1 day For regular per day issuance volume above 10,000 (per item) = 2 days.</p>	<p>Appendix-C, Technical & Functional Specifications, Point 4, Bank has asked for a Capacity to supply min. 1000 Wearables of each item per month which is contradictory to volume requirement indicated here. For the volume required in this RFP, the daily issuance volume of 10,000 seems high. We request Bank to relook at the daily issuance volume as the infrastructure required to fulfil this volume is very high.</p>	<p>Amended as follow: 2. Non-Adherence to TAT Turn Around Time shall be as under: For regular per day issuance volume up to 1000 (per item) = 1 day For regular per day issuance volume above 1000 (per item) = 2 days.</p>

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
				Also Bank to clarify the upper limit for dispatch completion in 2 days TAT.	
22	79	Appendix-E1, Other Stipulations	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 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 wearables 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.	We request Bank to suitably modify this clause for Payment to be made on wearables being kept in vault. Wearables production takes a month's time and cannot be produced when data is being shared, only personalization and dispatch would be done on a daily basis. Wearables would be produced basis Bank's item wise projection to be given in advance. Commercial Bid Format may be revised suitably to have BOM for Wearables Cost and Perso & Dispatch Cost being asked for separately.	RFP condition prevails.
23	152	MANUFACTURERS' AUTHORIZATION FORM		Bank to clarify the requirement of Manufacturers Authorisation Form.	Please refer Appendix R terms for more clarity.
24	3	13	Bank Guarantee (Performance Security) - Successful bidders are required to submit separate/ individual BG for each item for which they qualify for award of contract.	Bank is requested to accept single bank guarantee for entire value of all the items, contract is awarded to the vendor	RFP condition prevails.
25	30	29 (VII)	Details of document to be furnished by Service Provider	Please help us to explain this clause and context of the documents asked	Documents as applicable to be submitted by the bidder.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
26	34	36	Insurance - The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on "All Risks" basis, valid for a period of one month after delivery of Products at the defined destination.	Our warehouses, machineries / Plant are insured however our liability gets ceased once cards/wearables are handed over to bank appointed courier partners. Thus In transit insurance clause is applicable as per industry norms. Request you to kindly review the same and amend it appropriately	RFP condition prevails.
27	60	5	Appendix B1 Point no 5 - Whether suitable Security certifications (ISO, PCI-DSS, SOC1 and SOC2 etc) of the security posture at vendor environment are in place?	We would like to clarify that in case of card/wearable personalization bureau relevant certification is PCI-CP not DSS. Bank has referred the same in its regular cards RFP. Hence, we request bank to kindly amend it as PCI -CP	Amended as below: Whether suitable Security certifications (ISO, PCI-DSS, PCI-CP , SOC1 and SOC2 etc) of the security posture at vendor environment are in place?
28	80		Appendix F Indicative Price Bid Current format includes only 3 items such as Key Chain, Silicon Band and NFC Sticker	We request to bank to add more items such as Cost of Personalization, Wearable Box, Cost of Mini Fob Statutory Auditor requires complete information with regards to Bill of materials to be supplied to derive the cost and local content.	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
29	87	3	Appendix J - Onsite Comprehensive Warranty	Since Wearables will be delivered to end user, said clause is not relevant here. Bank is requested to kindly amend it appropriately	Amended as below: "Comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary, will be 12 months from date of installation or 15 months from date of delivery, whichever is earlier. Bidder to ensure and share details of service center locations across the country for end-users to avail warranty services."
30	34	37	The Agreement/ SLA will be valid for the period of 3 years. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.	Bidder should be given equal right to terminate the agreement.	RFP condition prevails.
31	35	38	The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (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 .Purchase Order value placed till the date of giving rise to any claim or equivalent to amount of PBG submitted by Service Provider, whichever is greater.	The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (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 .Purchase Order value placed till the date of giving rise to any claim. or equivalent to	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
				amount of PBG submitted by Service Provider, whichever is greater.	
32	39	44	If the Service Provider fails to deliver product and/or 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 as liquidated damages a sum equivalent to 0.5% of total Purchase Order Value for delay of each week or part thereof maximum up to 5% of total Purchase Order Value. Once the maximum deduction is reached, the Bank may consider termination of the Agreement or respective Purchase Order.	If the Service Provider fails to deliver product and/or 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 as liquidated damages a sum equivalent to 0.1% of total Purchase Order Value for delay of each week or part thereof maximum up to 3% of total Purchase Order Value. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
33	47	50	The Bank, by written notice of not less than 30 (thirty) days, may terminate the Contract, in whole or in part, for its convenience.	Either party, by written notice of not less than 30 (thirty) days, may terminate the Contract, in whole or in part, for its convenience.	RFP condition prevails.
34	78	Appendix E1	For any delay beyond 6 weeks after the date of Bank's approval/ date of issuing Purchase Order on any wearable item order 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 charged @ 10% of the Purchase Order Value per day or part thereof multiplied by the number of days' delay subject to a maximum of Rs 10,000.00 / (Rupees Ten thousand only) for each day's delay. In case of partial supply, penalty will be charged on prorated basis for delayed supply)	For any delay beyond 6 weeks after the date of Bank's approval/ date of issuing Purchase Order on any wearable item order 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 charged @ 5% of the Purchase Order Value per day or part thereof multiplied by the number of days' delay subject to a maximum of Rs 5,00,00.00 / (Rupees Five thousand only) for each day's delay. In case of partial supply, penalty will be charged on prorated basis for delayed supply)	RFP condition prevails.
35	78	Appendix E1	2. Non- adherence to TAT	There are numerous penalties defined under Non-adherence to TAT. However, we request to limit the total penalty cap to 10% of the Total Purchase Order for any scenario defined under TAT.	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
36	79	Appendix E1	Any financial loss to the Bank on account of vendor's mistake or non-adherence to the procedures will be borne by the vendor.	We request to delete this clause.	RFP condition prevails.
37	4	Arbitration	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.	In the event of any dispute or difference between the parties hereto, whether arising during the currency or after the completion of the term of this RFP, or after the termination thereof (whether for breach or for any other reason) in regard to any matter or thing of whatsoever nature arising out of this RFP or in / connection therewith then such dispute or difference shall be settled in accordance with provisions of the Arbitration and Conciliation Act, 1996, or any modification or any succeeding Act. The proceedings shall be conducted in English and seat of proceeding shall be at Mumbai. The decision of the Sole arbitrator mutually appointed by the Parties to this agreement shall be final and binding.	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
38	34	36. INSURANCE	: i. The insurance shall be for an amount equal to 100 percent of the value of the Products from place of dispatch to final destination on "All Risks" basis, valid for a period of one month after delivery of Products at the defined destination. ii. Should any loss or damage occur, Service Provider shall: (a) initiate and pursue claim till settlement and (b) promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters	We don't have policy for repair or replacement as this would be trading products and we would not be manufacturing the same. Other than that, they are asking for insurance (not specified any insurance policy) for the value you sell on (we don't know the amount of sell going to happen), however on the liability side, we have CGL insurance of Rs. 100 Cr which can cover claims of third bodily injury/property damage arising out of the defect in our product.	RFP condition prevails.
39	75	B	Specification: Silicon Bracelet 230x20x5mm, Silicone Rubber, Logo print (Single Color), wristband color white, blue (and others). Product to be made available in multiple color	RFP quantity is small to have multiple color options in the product. Request bank to stick to one colour	RFP condition prevails.
40	76	C	Minifob to be embedded and stitched within the keychain. The product to be made available in multiple colors (single tone).	RFP quantity is small to have multiple color options in the product. Request bank to stick to one colour	RFP condition prevails.
41	76	C	Minifob to be embedded and stitched within the keychain. The product to be made available in multiple colors (single tone).	Pls specify the product material. Leather or silicon or Epoxy?	1. Genuine leather. 2. Color: Brown
42	76	C	MiniFob PVC card in compliance with EMV co (having scheme application loaded) with Sim Plug that can be insert into wearable options.	Pls clarify what is Simplug	Please refer specification functionality for more clarity.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
43	87	2	Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 36 months from date of installation or 39 months from date of delivery, whichever is earlier.	Warranty for smart watch can be maximum of 6 months from OEM's and it is subject to use. Kindly restrict the warranty clause to 6 months from the date of delivery	Amended as below: "Comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary, will be 12 months from date of installation or 15 months from date of delivery, whichever is earlier. Bidder to ensure and share details of service center locations across the country for end-users to avail warranty services."
44	87	3	On-site comprehensive warranty and AMC	warranty for smart watch or wearables cannot be onsite. Product has to be shipped back to bidder's factory for evaluating and for repair activities. Pls modify the clause	Amended as below: "Comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary, will be 12 months from date of installation or 15 months from date of delivery, whichever is earlier. Bidder to ensure and share details of service center locations across

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
					the country for end-users to avail warranty services."
45	88	C	The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 48 hours.	Clause is not relevant to the wearable products. Pls delete the clause	Deleted.
46	88	d	Preventive maintenance	Clause is not relevant to the wearable products. Pls delete the clause	Deleted.
47	95	2.2	Commencement and Term	to be replaced as stated here- This Agreement shall be in force for a period of 3 year(s) from Effective Date, unless terminated by the Parties by notice in writing in accordance with the termination clauses of this Agreement.	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
48	113	15 GENERAL INDEMNITY	<p>15.1 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 wilful 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.</p> <p>15.2 Subject to clause 15.2.1 and 15.2.2 of this Agreement, Service Provider, 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 of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.</p> <p>15.2.1 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</p>	Only we are indemnifying them both parties should indemnify each other	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
			<p>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. 15.2.2 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 product by the Bank.</p>		

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
49	114	15.3	General Indemnity	<p>To be added- 15.3. the Bank shall indemnify and hold harmless the bidder/MPI/Service Provider for any or all claims, actions, disputes, , losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement or third party IP claim over the content or information provided by the Bank, Any claims arising from the Bank's violation of applicable laws or regulations; and Any claims arising from the content provided by the Bank that is hateful, discriminatory, defamatory, or infringes on the rights of others. its respective successors and assigns that occurs in connection with this Agreement.</p> <p>Notwithstanding anything in this clause or anywhere else in this Agreement under no circumstances the maximum liability of the MPi/Bidder/Service</p>	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
				Provider be higher than the amount invoiced by the MPI for the Services under the particular Purchase Order.	

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
50	116	17 LIMITATION OF LIABILITY	<p>17.1 The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (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 .Purchase Order value placed till the date of giving rise to any claim or equivalent to amount of PBG submitted by Service Provider, whichever is greater. 17.1.1 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. 17.1.2 The limitations set forth in above mentioned sub-clause 17.1 shall not apply with respect to: 17.1.3 claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; 17.1.4 Damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider; 17.1.5 damage(s) occasioned by Service Provider for breach of Confidentiality Obligations. 17.1.6 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 above mentioned sub-clause 17.3.2 "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</p>	There is limitation of liability clause	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
			legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith		
51	116	17	Limitaion of Liability	to be added- Notwithstanding anything in this clause or anywhere else in this Agreement under no circumstances the maximum liability of the MPI/Bidder/Service Provider be higher than the amount invoiced by the MPI for the previous one month for the Services under the dispute.	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
52	117	19.1	Dispute resolution	to be replaced as mentioned here-Any disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred to and be subject to the jurisdiction of competent courts at Bangalore. The competent courts in Mumbai shall have exclusive jurisdiction in this regard.	RFP condition prevails.
53	118	20.2	Governing law	to be replace as mentioned here-The Parties agree to submit to the exclusive jurisdiction of the appropriate court in Bangalore in connection with any dispute between the Parties under the Agreement.	RFP condition prevails.
54	122	26.1	Termination for Convenience	to be replaced-The Parties, by written notice of not less than 30 (thirty) days, may terminate the Contract, in whole or in part, for its convenience.	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
55	143	4 (b)	Miscellaneous	to be replaced as attached herewith-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. receiving Party shall not held responsible for the claims, disputes or actions arising out of the information provided by the Disclosing Party.	RFP condition prevails.
56	144	4(f)	Miscellaneous	to be replaced as attached herewith- 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	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
				<p>conducted in English language at Bangalore 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 Bangalore.</p>	

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
57	144	4(i)	Miscellaneous	to be replaced as attached herewith- 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 one (1) year thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or Wearable in human-readable form (e.g., source code) shall survive for a period of 3 years or till the information remains confidential, whichever is earlier.	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
58	46 & 123	Penalty	<p>If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Purchase Order value 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.</p> <p>PENALTIES: Penalty for Delay (Card Readiness) For any delay beyond 6 weeks after the date of Bank's approval/ date of issuing Purchase Order on any wearable item order 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 charged @ 10% of the Purchase Order Value per day or part thereof multiplied by the number of days' delay subject to a maximum of Rs 10,000.00 / (Rupees Ten thousand only) for each day's delay. In case of partial supply, penalty will be charged on prorata basis for delayed supply) based on the Purchase order value. Penalty structure shall be defined in SLAs with selected card vendors. Basic penalties with quantum thereof are given below: Non-adherence to TAT for supply to customers Delay in personalization after receipt of emboss file and handing over the same to speed-Post/Courie • Nonadherence to bank's standard processes for wearable printing/dispatch/ Supplying Wearable in non-working conditions or wrong perso @ Rs. 500/- per record for Item No 1 & 2 and Rs. 1000/- for item no 3 • Penalty for printing two or more wearable 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</p>	This would not be covered under the policy	RFP condition prevails.

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
			<p>data for Contact Centre/non-updating data in web tracking tools / dispatch file upload for Wearables beyond 48 hours Rs.25,000/- per day (Cards dispatched on 1st should be shared with Bank by 5 pm of 3rd).</p> <ul style="list-style-type: none"> • Delay in RTO wearable re-dispatch beyond stipulated period @ Rs.20/- per wearable 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 item. • Wrong dispatch of wearables @ Rs.200//- per item. • Non-adherence to RFP procedures/deficiency in services, e.g if wearables 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. 		

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query / Suggestions	Bank's Response
59	57	5	Bidder should have experience of minimum 3 years in providing the required Products/Services as per RFP i.e., supply and personalization of EMV Chip Based Credit/Debit Banking Cards of MasterCard, RuPay and VISA Networks including wearables in India without any disqualification in the preceding three Financial Years i.e, April 2021 to April 2024.	Request the Bank to amend this clause as "Bidder should have experience of minimum 3 years in providing the required Products/Services as per RFP i.e., supply and personalization of EMV Chip Based Credit/Debit Banking Cards of MasterCard/RuPay/VISA Networks including wearables (RuPay) in India without any disqualification in the preceding three Financial Years i.e, April 2021 to April 2024."	RFP condition prevails.
60	59	13	Bidder should have supplied and personalized at least five crore DI/Contactless/NCMC cards/wearables during previous FY 2023-24) simultaneously to minimum 5 Private/PSU Banks	Request the Bank to amend this clause as "Bidder should have supplied and personalized at least 40 Lakhs DI/Contactless/NCMC cards/wearables during previous FY 2023-24) simultaneously to minimum 1 Private/PSU Banks".	RFP condition prevails.

-----End of Document-----