

**REQUEST FOR PROPOSAL FOR PROCURING, PROCESSING AND
PERSONALIZATION OF DEBIT CARDS & SERVICES**

Request for Proposal (RFP)

OF

**REQUEST FOR PROPOSAL FOR PROCURING, PROCESSING AND PERSONALIZATION OF
DEBIT CARDS & SERVICES**

Tender Reference Number: CO: Dr_Crd:2022-23: RFP: 01

Dated: 14/09/2022

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PART - I

1. INVITATION TO BID:

- i. **Central Bank of India** (herein after referred to as '**CBoI/ the Bank**') is a body, corporate constituted under Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 and having its Corporate Office at Mumbai, various other offices (Regional Offices/Zonal Offices and branches, Regional Rural Banks sponsored by "The Bank"). This Request for Proposal (RFP) has been issued by the Bank for Procuring, Processing of Card and PIN/PPKs, and Personalization (embossing/indenting) of Debit Cards, Smart Cards, EMV contact cards, EMV contact less cards, Dual Interface Cards & NCMC Cards, printing of PIN/PPK mailers and Collaterals for "The Bank" and dispatch thereof.
- ii. The Bank proposes to invite proposal (both technical and commercial) from eligible vendors to undertake Procuring, Processing of Card and PIN/PPKs, and Personalization (embossing/indenting) of Debit Cards, Smart Cards, EMV contact cards, EMV contact less cards, Dual Interface Cards & NCMC Cards, Image Cards, printing of PIN/PPK mailers and Collaterals for "The Bank" and dispatch thereof as per details/ **scope of work** mentioned in **Annexure-1** of this RFP document. **Bank will empanel the vendors for a period of three years whoever participated and technically found qualified in the RFP process. However, rates quoted in the Bids will be valid for one year only.**
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-10** of this RFP and willing to provide the goods and services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- iv. Address for submission of Bids, contact details including email address for sending communications are given in part II of this RFP document.
- v. The purpose of Central Bank of India behind this RFP is to seek a detailed technical and commercial proposal for Procuring, Processing of Card and PIN/PPKs, and Personalization (embossing/indenting) of Debit Cards, Smart Cards, EMV contact cards, EMV contact less cards, Dual Interface Cards & NCMC Cards, Image Cards, printing of PIN/PPK mailers and Collaterals for "The Bank" and dispatch thereof and services desired in this document. The proposed product must integrate with Bank's existing infrastructure seamlessly.
- vi. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders

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desirous of taking up the project for Procuring, Processing of Card and PIN/PPKs, and Personalization (embossing/indenting) of Debit Cards, Smart Cards, EMV contact cards, EMV contactless cards, Dual Interface Cards & NCMC Cards, Image Cards, printing of PIN/PPK mailers and Collaterals for "The Bank" and dispatch thereof for Central Bank of India 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 Central Bank of India the proposed Procuring, Processing of Card and PIN/PPKs, and Personalisation (embossing/indenting) of Debit Cards, Smart Cards, EMV contact cards, EMV contact less cards, Dual Interface Cards & NCMC Cards, Image Cards, printing of PIN/PPK mailers and Collaterals for "The Bank" and dispatch thereof adhering to Bank's requirements outlined in this RFP.

2. DISCLAIMER

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

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

3. DEFINITIONS

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

- i. **"The Bank"** means the "The Central Bank of India", and Regional Rural Banks sponsored by Central Bank of India.
- ii. **"Bidder/Service Provider/System Integrator"** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **"Bid"** means the written reply or submission of response to this RFP.
- iv. **"The Contract"** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Vendor/Service Provider"** is the successful Bidder(s) found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder(s) as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.
- vi. **"The Contract Price/Project Cost"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. **"The Services"** means those services relating to the Procuring, Processing and Personalisation of Debit Cards and other such obligations of the Vendor covered under the Contract.

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- viii. **"The Project Site"** means locations where supply and services as desired in this RFP document are to be provided.
- ix. **"Debit Card"** is a plastic payment card allowing the holder to transfer money electronically from their bank account and includes all card types, Image Cards, Dual Interface Cards, Contactless Cards, NCMC Card,
- x. Prepaid Cards and contactless tags/contactless wearables.
- xi. **"Smart Card"** is a plastic card with a built-in microprocessor used to store and process data and perform financial transactions.
- xii. **"NFC - Near Field Communication"** is a wireless technology that allows a device to collect and interpret data from another closely located NFC device or CARD. NFC cards are passive devices that store data that can be retrieved by active NFC devices.
- xiii. **"EMV"** is a global standard for credit and debit payment cards based on chip card technology" taking its name from the card schemes of Europay, Mastercard and Visa – the original card schemes that developed it. The standard covers the processing of credit and debit card payments using a card that contain a microprocessor chip and magstripe.
- xiv. **"Dual Interface Card"** is a credit or debit card with an embedded chip that allows the card to be used in both contact and contactless transactions. Dual Interface Chip cards allow card readers to obtain the card's identifying information through the use of a single chip.
- xv. **"RFID Radio Frequency Identification"** card is an electronic card that exchanges data with a RFID reader through radio waves, containing an antenna which receives radio frequency (RF) waves and an integrated circuit or chip which is used for processing and storing data.
- xvi. **"PPK"** is Pre Printed Kit
- xvii. **"Pre Paid Card"** is a card issued with preloaded funds.
- xviii. **"Bulk Upload Cards"** – Bulk upload volume vendor is 1,00,000 apart from normal card issuance.
- xix. **"HSM"** – Hardware Security Module
- xx. **"OEM"** – Original Equipment Manufacturer

4. SCOPE OF WORK

As given in Annexure-1 of this document.

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

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

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

6. COST OF BIDDING

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

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

- a) Bidder requiring any clarification of the bidding document may notify the Bank in writing **strictly as per the format given in Annexure-5** at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- b) A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- c) The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.

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- d) Central Bank of India reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments / clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. Central Bank of India, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto thereof.
- e) No request for change in commercial/ legal terms and conditions, other than what has been mentioned in the RFP or any addenda/ corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- f) Queries received after the scheduled date and time will not be responded/ acted upon.

8. Contents of bidding document:

- i. The Bidder must thoroughly study/ analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. Central Bank of India has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.

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- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- v. The information provided by the Bidders in response to this RFP will become the property of Central Bank of India 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 Part II of this document.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure-17**], issued by a Scheduled Commercial Bank in India, other than "Central Bank of India", drawn in favour of "Central Bank of India" payable at Mumbai. In case, Central Bank of India is the sole Banker for the Bidder, a Letter of Comfort from Central Bank of India would be acceptable.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalization.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP which should be strictly on the lines of format placed at **Annexure-18**.
- vii. No interest is payable on EMD.
- viii. The EMD may be forfeited:-
 - a. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - b. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - c. If the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/ Purchase Order.

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- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred for two years 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. The Bid is to be submitted in two separate envelopes. One of the envelopes is to be prominently marked as '**Technical Proposal for "End to End Card Management for Procuring, Supply, Personalization, Printing and Processing of Debit Cards"**'. This envelope should contain following documents and **properly sealed**:
- a) Bid covering letter/Bid form on the lines of **Annexure-9** on Bidder's letter head.
 - b) Earnest Money Deposit (EMD) as specified in this document.
 - c) A letter on Bidder's letterhead: -
 - i. Mentioning details of EMD submitted, technical competence and experience of the Bidder
 - ii. Certifying that the period of the validity of the Bid is as per terms of this RFP.
 - iii. Confirming that the Bidder has quoted for all the items/ services mentioned in this RFP in their commercial Bid.
 - iv. Confirming that they agree with all the terms and conditions mentioned in the RFP.
 - d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-10**.
 - e) Bidder's details as per **Annexure-11** on Bidder's letter head.
 - f) Bidder's Technical Information as per **Annexure-12** on Bidder's letter head.
 - g) Licensing details of operating software/firmware.
 - h) Format for Manufacturer's Authorization Form– **Annexure- 14**
 - i) Undertaking of Authenticity - **Annexure-16**
 - j) Any deviations sought from technical criteria/specifications given in RFP.
 - k) Audited balance sheets and profit and loss account statement for last three years.

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- l) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
- m) Detailed explanation of functioning of Hardware/firmware.
- ii. A second sealed envelope prominently marked as Indicative **Price** **"End to End Card Management for Procuring, Supply, Personalization, Printing and Processing of Debit Cards"** RFP No. CO: Dr_Crd:2022-23: RFP: 01. **This envelope should contain only indicative price Bid strictly on the lines of Annexure-13.** The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- iii. Bidders may please note:
 - a) The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply.
 - b) A soft copy (Word format) on a CD/DVD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should also be submitted on CDs/DVD.
 - c) While submitting the Technical Bid, literature on the Software Solution/ service should be segregated and kept together in one section / lot in a separate envelope.
 - d) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - e) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
 - f) The proposal in original hard copy will be considered. No soft copy/photocopy/email/any other form of the proposal will be considered.
 - g) Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.
 - h) Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
 - i) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.

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- j) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- k) The Bidder must provide specific and factual replies to the points raised in the RFP.
- l) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- m) All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- n) Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialed by the person signing the Bids.
- o) The Bid document shall be spirally bound.
- p) The Bank reserves the right to reject Bids not conforming to above.
- q) The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- r) All the envelopes shall be addressed to "The Bank" and delivered at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
- s) If the envelope is not sealed and marked, "The Bank" will assume no responsibility for the Bid's misplacement or its premature opening.
- t) The bidder should also submit PRE-CONTRACT INTEGRITY PACT as prescribed by the Government of India (Annexure-19) duly signed by the bidder on each page and by two witnesses. **Bid submitted without the integrity pact shall not be considered.**

11. Deadline for Submission of Bids:

- a) Bids must be received by "The Bank" at the address specified and by the date and time mentioned in the "Schedule of Events".
- b) In the event of the specified date for submission of Bids being declared a holiday for "The Bank", the Bids will be received up to the appointed time on the next working day.

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- c) In case "The Bank" extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of "The Bank" and Bidders will remain the same.
- d) Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12. Modification and Withdrawal of Bids:

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

13. Period of Validity of Bids:

- a) Bids shall remain valid for **180 days** from the date of reverse auction. A Bid valid for a shorter period is liable to be rejected by "The Bank" as nonresponsive.
- b) In exceptional circumstances, "The Bank" may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, "The Bank" will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- c) "The Bank" reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

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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 Central Bank of India. The Bidders shall be deemed to license, and grant all rights to Central Bank of India, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/or use the contents of submission as the basis for RFP process.

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 available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/ specifications/ eligibility. Only those Bids qualifying in the technical evaluation shall become eligible for commercial Bid opening and further RFP evaluation process.
- iii. "The Bank" will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. "The Bank" may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, "The Bank" will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in total, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the hardware, operating software/ firmware proposed to be offered by them.

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- 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 product/ services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/ superior features of their product. The Bidder will demonstrate/ substantiate all claims made in the technical Bid to the satisfaction of "The Bank", the capability of the product to support all the required functionalities at their cost in their lab or those at other organizations where similar product is in use.
- ii. "The Bank" reserves the right to evaluate the Bids on technical & functional parameters including factory/ workplace visit and witness demos of the system and verify functionalities, response times, etc along with the documents specified in Point no.10.
- iii. Bank will evaluate the technical and functional specifications of all the parameters quoted by the Bidder and award scores as per **Annexure-20**.
- iv. During evaluation and comparison of Bids, "The Bank" may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.
- v. The evaluation will also take into account:
 - a) 'The product' to be supplied/ services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
 - b) Does the proposed product/service handles the projected volumes and offers a proven solution to meet the requirements.
 - c) Are 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.

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- 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.
- i) The Bidders who qualify in the technical evaluation process shall be empanelled for three years.

17. Evaluation of Price Bids and Finalization:

- i. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after technical evaluation would be opened.
- ii. All the Bidders who qualify in the technical evaluation process shall be eligible to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of "The Bank", details of which are given in Part II of this RFP document. The Bidders who qualify in the technical evaluation process shall be empanelled for three years.
- iii. Reverse auction in the tender, if a bidder quoting higher prices, (higher by more than 20%) as compared to the average quoted prices (average of all technically qualified bidders) the same bidder may not be called for reverse auction process. Due to such price variation, bidders are not eligible to be called for reverse auction and only one bidder is left commercially eligible, in such case the work / contract may be awarded to the L1 bidder.
- iv. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by "The Bank" / Authorized service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- v. The L1 Price for Procuring, Processing and Personalisation of Debit Cards will be determined through a reverse auction process, as detailed in **Annexure 4**.
- vi. 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.

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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". Central Bank of India has variety 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.

All debit cards to be procured shall strictly conform to the International Standard set vide **ISO/IEC FDIS 7810:2003(E) revised by ISO/IEC 7810:2019**. "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 **volume being handled by vendor will be shifted to other vendor(s)**. Vendors will allow and extend full co-operations to "The Bank" for testing and quality check of material in use at random intervals by their officials and/or by external experts engaged by "The Bank" for the purpose (Testing cost of Card, PPK and other stationary used for Bank to be borne by the vendor at the Testing Lab selected by "The Bank"). Please **refer Annexure 3** for further details.

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

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

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

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- c) If the vendor has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, "The Bank" reserves the right to reject all such incomplete Bids.

18. Contacting the Bank:

- i. No Bidder shall contact "The Bank" on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence "The Bank" in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

19. Award Criteria:

Bank will empanel the vendors for a period of three years whoever participated and technically found qualified in the RFP process. However, rates quoted in the Bids will be valid for one year only to decide successful bidder. The rates every subsequent year (next 2 years) shall be called from empanelled vendors as per Bank requirement and successful bidder will be decided through reverse auction process.

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

"The Bank" reserves the right to distribute the entire debit card/ smart card/ pre-paid card related orders between **L1, L2 and L3 bidders** who will be empanelled. In case "The Bank" considers it necessary to distribute the existing activities, it will be distributed in the proportion of **60:40** if distributed between two bidders and **50:30:20** if distributed among three bidders provided the L2 and L3 bidders match the price of L1 bidder, effective from date of agreement or go live date. In case L2 or L3 decline for the L1 price, the same will be distributed to the next price bidder, viz, L4, L5 and so on who agree for the L1 price. The distribution ratio of card order amongst the vendors will be based on overall card quantity and not on variant wise cards. The bidders will have to give confirmation of matching the price to what has been quoted by L1 bidder within 7 days of the bank asking for the same else it will be assumed that they are not willing to match the price and bank may place order with L1 bidder.

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However, "The Bank" will be at liberty and reserves the right to change this proportion or withdraw the order from any vendor if the services rendered by him are not found satisfactory.

- i. Bank will notify successful Bidder(s) in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to "The Bank" within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder shall be required to enter into a contract/ SLA with "The Bank", within 30 days of award of the tender or within such extended period as may be decided by "The Bank". Successful Bidder shall submit the KYC details of their authorized signatories and should inform "The Bank" on any changes in their management, viz, merger, amalgamation, etc. The date of commencement of the contract will be on a common date, irrespective of the date of signing of SLAs by different selected bidders.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between "The Bank" and the successful Bidder.
- vii. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc
- viii. "The Bank" reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- x. Upon notification of award to the L1 Bidder, "The Bank" will promptly notify the award of contract to the successful Bidder(s) on the Bank's website. The EMD of each unsuccessful Bidder(s) will be discharged and returned.

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

21. Enforcement of Terms

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

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22. No Waiver of Bank Rights or Successful Bidder's Liability:

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

23. Protection of Work

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

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

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

24. Contract Amendments:

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

25. Bidder Utilization of Know-how

Central Bank of India 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.

26. Solicitation of Employees

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

27. Indemnity

The bidder shall indemnify, protect and save Bank and hold it harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the bidder, (iii) use of the deliverables and or services provided by the bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

The bidder shall further indemnify Bank against any loss or damage to Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the bidder's employees or representatives. The bidder shall further indemnify Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) Bank notifies the bidder in writing immediately on aware of such claim, (ii) the bidder has sole control of defense and all related settlement negotiations, (iii) Bank provides the bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) Bank does not make any statement or comments or representations about the claim without prior written consent of the bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to Bank's (and/or its customers, users and bidders) rights, interest and reputation.

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

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

The Vendor shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the Vendor fails to fix bugs, provide the modifications / enhancements / customization as required by/for the Bank as per the terms and conditions of this Agreement and to meet the Service Levels.

Additionally, the Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim however, the Vendor has sole control of the defense and all related settlement negotiations.

The bidder including its sub-contractor or any of its representatives shall indemnify to bank any loss damage or cost /compensation arising out the breach of the data associated with citizen of any country and the same has penal obligation under that country/union or member country. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out breach of data by service provider including its sub-contractor/s pertains to Citizen or Non-citizen being the customer of the Bank or thereafter, if the same has penal obligation with that country. Service provider/bidder shall indemnify to the bank regarding breach of the data associated with citizen of any country during the currency of customer with bank or thereafter if the same is punishable under that country.

The bidder shall indemnify Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising due to:

- ☐ Non-compliance of the bidder with laws / Governmental requirements
- ☐ IP infringement
- ☐ Negligence and misconduct of the bidder, its employees, and agents
- ☐ Breach of any terms of RFP, representation or warranty
- ☐ Act or omission in performance of service
- ☐ Loss of data

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

The bidder shall indemnify Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where Bank does not opt for retention of GST component on supplies. Bidder shall indemnify to bank, if cyber threatened /crime/hacking or any related offence occurs due to use of solution/software supplied (including support services) or any other manner provided in this regard.

The Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and Vendor aware the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority.

28. Bank's Right to Accept Any Bid and to reject Any or All Bids:

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

29. 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.

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

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

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

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operation of the product proposed and maintenance thereof during the support (warranty/annual maintenance contract, if desired) period.

31. Performance Bank Guarantee:

- i. Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at **Annexure-18** is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than Central Bank of India and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, Central Bank of India is the sole Banker for the Bidder, a Letter of Comfort from Central Bank of India may be accepted.
- ii. The PBG is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of PBG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.
- iii. The successful Bidders shall provide an unconditional and irrevocable performance Bank guarantee (PBG) for the period of contract with a claim period of one years in the form and manner provided by Bank equivalent to **3 %** of the value of work order awarded to the selected Bidder. The PBG should be issued by a reputed scheduled commercial bank in India (other than Cooperative Bank).
- iv. In the event of non-performance of obligation or failure to meet terms of this RFP Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the selected Bidder.
- v. The performance guarantee is required to be submitted within 30 days of receipt of work order .If the performance guarantee is not submitted within maximum 45 days of the receipt of work order; Bank reserves the right to cancel the work order without any further notice.
- vi. The bid security (EMD) would be returned to the successful Bidder after the submission of the performance guarantee in the acceptable format.
- vii. The bank guarantee will be returned to the bidder within six months after completion of the contract period/extended period of the contract with the consent of both the parties, whichever is later. Bidder shall not demand of any marginal money, if bank guarantee/security deposit not returned as per time stipulated therein or thereafter. It shall be duty of the bidder to collect security deposit / bank guarantee as per RFP requirement.
- viii. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed as per time scheduled and the guarantee is not extended, or if the

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selected bidder fails to complete his obligations under the contract. The assessment of performance will be the sole discretions of the bank. The Bank shall be notifying the selected bidder in writing before invoking the Bank guarantee.

32. Country of Origin / Eligibility of Goods & Services:

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

33. Services:

- i. All professional services necessary to successfully implement the proposed **'product/ solution/ services'** will be part of the RFP/contract. These services include, but are not limited to, Procuring, Processing and Personalization of Cards, etc.
- ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- iii. Bidder should ensure that vendor's key personnel with relevant skill-sets are available to the Bank.
- iv. Bidder should ensure that the quality of methodologies for delivering the products and services, adhere to quality standards/timelines stipulated therefor.
- v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- vi. Bidder shall provide and implement patches/ upgrades/ updates for products (Software/ Firmware/ OS) as and when released by the Vendor/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
- vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the OS/firmware/Middleware etc. in case the Bank chooses not to upgrade to latest version.

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- viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- ix. All product updates, upgrades & patches shall be provided by the Bidder/ Vendor free of cost during warranty and AMC/ ATS/ S&S period.
- x. 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.
- xi. 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.

34. 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.

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- 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.
- xiii. The vendor shall comply latest PCI-DSS and other regulatory compliances.

35. Penalty/SLA conditions:

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

36. Right to Verification:

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

37. Security Configuration, Audit / Review, Monitoring and Visitation

Security Configuration

The baseline security configuration of devices and software to be done by the Bidder, according to the industry best practices Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, Database controls, backup and recovery procedures, Network security controls and program change controls. Compliance of the audit report has to be ensured by the Bidder.

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Bidder.

Audit / Review

Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk

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management and security and privacy policies that meet the Bank's standard. In case the service provider outsourced to third party, there must be proper Agreement with concerned third party with prior approval of the Bank. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.

Provide the Bank with right to conduct audits on the service provider whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.

Include clause to allow the Reserve Bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the service providers within a reasonable time. This includes information maintained in paper and electronic formats.

Recognized the right of the Reserve Bank of India to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons

Banks shall at least on an annual basis, review the financial and operational condition of the service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

All cost of such Audit will be borne by the bank.

Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of Bank and by the RBI. The periodicity of these audits will be decided at the discretion of Bank. These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, Server security controls and program change controls. To the extent that Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford Bank's representatives access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide Bank access to various monitoring and performance measurement systems (both manual and automated). Bank has the right to get the monitoring and performance

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measurement systems (both manual and automated) audited without prior approval /notice to the Bidder.

Visitations

Bank shall be entitled to, either by itself or its authorized representative, visit any of the Bidder's premises without prior notice to ensure that data provided by Bank is not misused. The Bidder shall cooperate with the authorized representative(s) of Bank and shall provide all information/ documents\required by Bank.

38. Independent Contractor/Subcontracting:

The Bidder shall perform its obligations under this Agreement as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services, after taking prior approval in writing from Bank. Neither this Agreement nor the Bidder's performance of obligations under this Agreement shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party. This Agreement does not intent to create, constitute or evidence any partnership, joint venture, and trust or employer/employee relationship amongst the Parties and constitutes an agreement between principals. None of the Parties shall be entitled to make, or allow to be made, any representation that any such relationship exists between the Parties. Other than the relationship of sponsor and the consequent inter-se rights and obligations between Bank, in relation to this Agreement, the right of a Party to act on behalf of the other Party for, or to incur any obligation on behalf of, the other Party, is limited to the manner provided in this RFP.

The Bidder shall be responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees/agents and shall be accountable for all of them. The Bidder shall be vicariously liable for any acts, deeds or things done by its/their employees, agents, contractors, subcontractors etc. The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under this RFP. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the Purchase Order issued under this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Bidder shall be paid by Bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, and subcontractors.

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39. Insurance:

- i. Bidder shall ensure proper insurance of the product and its delivery for the entire Contract period.
- ii. Should any loss or damage occur, the Vendor shall:
 - a. initiate and pursue claim till settlement and
 - b. Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

40. Validity of Agreement:

The empanelment of vendors shall be done for a period of three years of technically qualified vendors; however, commercials will be valid for a period of one year. The agreement of empanelment shall be executed for a period of three years with selected empanelled vendors; however, SLA shall be executed with the selected bidders for one year only. After completion of SLA period fresh bids will be called from empanelled vendors as per discretion of the Bank. The Bank reserves the right to terminate the Agreement as per the terms of RFP. The Bank reserved the right to extend the agreement.

41. Limitation of liability:

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

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- 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.

42. Confidentiality and Security Safeguards, Disclosing party:

1. "Confidential Information" means any and all information that is or has been received by the Selected bidder/s ("Receiving Party") from the Bank ("Disclosing Party") and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
2. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes, etc. or any existing or future plans, forecasts or strategies in respect thereof.
3. "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. Information disclosed pursuant to this clause will be subject to confidentiality forever.
4. Nothing contained in this clause shall limit the selected bidders from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the selected bidders shall at no point use the Bank's confidential information or Intellectual property.
5. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not use the Bank's confidential information or IPR, without obtaining the written consent of the Bank.
6. The selected bidder/s shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed,

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developed, or implemented by the Selected bidder/s under this contract or existing at any Bank location. The Selected bidder/s shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Selected bidder/s shall also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder/s under this contract or existing at any Bank location.

7. Any information considered sensitive must be protected by the selected bidder/s from unauthorized disclosure, modification or access. Types of sensitive information that will be found on Bank system's the selected bidder/s may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

Disclosing Party

1. The Disclosing Party shall disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Bank or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the solution provided as a part of the Tender/Contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this tender; or
2. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
3. In maintaining confidentiality hereunder, the Receiving Party on receiving the Confidential Information and materials agrees and warrants that it shall:
 - a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
 - b. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party.
 - c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.

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- d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such information and materials, in whatsoever form, including any and all copies thereof
4. The Receiving Party who receives the Confidential Information and Materials agrees that on receipt of a written demand from the Disclosing Party, immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
5. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.
6. So far as it is practicable to do so, immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.
7. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries, the requirements of this paragraph have been fully complied with.
8. The rights in and to the data/information residing at the Bank's premises, even in the event of disputes shall at all times solely vest with the Bank.
9. The Bidder represents and agrees that during the term of this RFP and subsequent contract, the Bank shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non- functioning of Deliverables) is caused due to the willful act or gross willful misconduct of the Bank or any of its personnel as certified jointly by the Bank and Selected bidder/s. In such an event, the selected bidder/s shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP.

The restrictions mentioned herein above shall not apply to:

- i. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same
- ii. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is

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lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

- iii. The Confidential Information and Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document or subsequent agreement.
- iv. Confidential Information is any and all proprietary information disclosed by one party to the other. Confidential Information does not include information that is or becomes available to the recipient prior to the party providing such information or is public information in accordance with the applicable laws. Software in human-readable form (e.g. source code) and the Bank's data values stored in computers will be considered Confidential Information whether or not marked as such.
- v. The successful Bidder shall also undertake to keep confidential all information (written or oral) concerning all facts of the business of the Bank, which has been obtained or understood during the course of the assignment.
- vi. The confidentiality obligations shall so survive even after the expiry or termination of the Agreement/Contract between the Selected Bidder/s and the Bank. Bidder has to execute the Non-Disclosure Agreement (NDA) as per format shared by the Bank.

43. Delay in the Vendor's Performance:

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

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of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).

44. Vendor's obligations:

- i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.
- iii. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iv. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- v. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- vi. Vendor shall provide necessary training from the OEM to the designated personnel on the configuration, operation/ functionalities, maintenance, support & administration for software/ hardware and components, installation, troubleshooting processes of the proposed solution.
- vii. The Vendor shall treat as confidential all data and information about Central Bank of India, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure - 15** of this document.
- viii. The Supplier will abide by the job safety measures prevalent in India and will free Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold Bank responsible or obligated

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- ix. The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Bank
- x. The supplier shall ensure that the software and hardware relevant for the Services contemplated under this RFP/Agreement, is properly maintained and operated at all times, without hampering the services with proper standby (Escrow) arrangement.
- xi. Be responsible for **"End to End Card Management i.e. Supply, Printing & Personalization of Dual Interface (NCMC) Chip and PIN Cards"** procured under this RFP.
- xii. The Bidder shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated
- xiii. The Bidder should have a well-documented Business Continuity Plan and Disaster Recovery Plan and also security and control practices and shall submit to Bank on demand.
- xiv. The Bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by Bank
- xv. The Bidder shall disclose security breaches if any to Bank, without any delay.
- xvi. Bidder shall permit audit by internal/external auditors of Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by Bank
- xvii. Bidder must comply RBI circular on "Cyber Security Framework for Banks" and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code
- xviii. Bidder should follow Information security guideline issued by Bank/Regulatory/Statutory Authority time to time, and the same must be complied in order without fail, to avoid breach of contractual obligation
- xix. Bidder shall submit Integrity Pact, Non-disclosure Agreement and Performance Bank Guarantee as per satisfaction of Bank
- xx. The Bidder should guarantee that the software/Product supplied to Bank is licensed and legally obtained. Software/Product must be supplied with their original and complete printed documentation

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- xxi. The Bidder should make proper arrangement with respective OEM to ensure that back to back arrangement in place for continuing support for **End to End Card Management i.e. Supply, Printing & Personalization of Dual Interface (NCCMC) Chip and PIN Cards** Project. So that continuity is maintained for the CARD procured under this RFP in the event of insolvency, bankruptcy, liquidation, acquisition, windup, amalgamation or termination on default of Bidder
- xxii. The License is granted to the existing entity of Bank and in the event of any merger/acquisitions in future shall automatically transfer the license to the newly merged entity without any additional cost or charges. In this juncture, support and services shall be continued till the currency of the contract
- xxiii. Bank reserves its right to take appropriate action against Bidder to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfillment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated under RFP/Agreement
- xxiv. The Bidder should comply within the specified timeline, the finding of the external or internal Audit including Regulatory/Statutory without any additional cost to Bank
- xxv. The Bidder should comply of the Retention policy of Bank and co-ordinate to preserve the data/documents of bank for minimum 10 years.

45. Technical Documentation:

- i. The Vendor shall deliver the following documents to the Bank for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, online tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.

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- iii. The Vendor should also provide the MIS reports as per requirements of the Bank as detailed in **Annexure – 7**. Any level/ version changes and/or clarification or corrections or modifications in the abovementioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank's requirement, if desired by the Bank.

46. Patent Rights/Intellectual Property Rights:

For any licensed software/firmware used by the finally selected L1 Vendor for performing services, the Vendor shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of 'Product' and services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.

The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.

The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.

The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

The Bank will own all intellectual property rights to all design, software and/or systems created specifically for implementation at the Bank under this RFP/contract. The bidder shall fully protect/indemnify the Bank from all legal actions, claims or damages from third parties arising out of use of software, designs or processes used by the bidder.

47. Liquidated Damages:

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

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application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned **at Part II (Schedule of Events, SI No 17)**. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

48. Conflict of Interest:

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

- i. 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 the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - a. 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
 - b. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be

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reckoned under this sub clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. 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
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. 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
- vi. Such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

49. Fraud & Corrupt Practices:

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

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

50. Termination and Exit Option

50.1-Termination for Default

- The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:
- a. if the Service Provider fails to supply and delivery within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

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OR

- b. if the Service Provider fails to perform any other obligation(s) under the Contract.
- In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Service Provider shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.
 - If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or Fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
 - In the event, the Bank terminates the Contract in whole or in part, the Bank may Procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceed 10% of the contract value
 - In case the contract is terminated then all undisputed payment will be given to vendor, but disputed payment shall be adjusted by way of penalty from invoices or Performance Bank Guarantee.
 - Non conformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post-delivery audit or otherwise.
 - Discrepancy in the quality of service.
 - An Insolvency Event occurs in relation to the selected bidder or it ceases to carry on its business or substantially the whole of its business; or There is a change of control of the selected Bidder (and for these purposes change of control means there is a change in the legal, beneficial or equitable ownership of 50% or more of the aggregate of all voting equity interests in the selected Bidder) and the person or persons acquiring control of the selected Bidder are persons whom Bank reasonably considers to be competitors of Bank or organizations about which Bank has reasonable grounds for believing will not be able to meet the material obligations contained in the RFP/contract.

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- Any other appropriate reason.

50.2 - Termination for Insolvency:

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

50.3 - Termination – Key Terms & Conditions

The Bank reserves the right to terminate the agreement with the Bidder / vendor at any time by giving 30 (thirty) days prior written notice to the Bidder. The Bank shall be entitled to terminate the agreement at any time by giving notice if the Bidder

- a. has a winding up order made against it; or
- b. has a receiver appointed over all or substantial assets; or
- c. is or becomes unable to pay its debts as they become due; or
- d. enters into any arrangement or composition with or for the benefit of its creditors; or
- e. Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Bidder shall have right to terminate only in the event of winding up of the Bank. Bank will specify the period for remedying any defect.

50.4 Exit Option and Contract Re-negotiation

The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:

- ☐ Delay in delivery of solution beyond the specified period
- ☐ Serious discrepancies noted in the solution delivered
- ☐ Breaches in the terms and conditions of the Purchase Order/Agreement
- ☐ Non satisfactory performance of Bidder during the contract period
- ☐ In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages

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- ☐ Bank shall serve the notice of termination to the Bidder at least 30 days prior, of its intention to terminate services during the contract period
- ☐ In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder
- ☐ The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favorable terms in case such terms are offered in the industry at that time
- ☐ Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to supply the equipment's (if required/non-delivered) and provide services to the Bank as per the contract
- ☐ Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to the Bank or its selected Bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 30 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / Bidder nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of Bidders Bank will nominate a System Integrator who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services
- ☐ The reverse transition services to be provided by the Bidder shall include the following:
 - ☐ The Bidder shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Center Solution.
 - ☐ Bidder shall provide adequate documentation thereof.
 - ☐ The Bidder shall jointly manage the solution with the bank or designated team for a reasonable period of time
 - ☐ The Bidder shall assist the bank in migration of the Solution to another, if desired by the bank.

Knowledge transfer: The Service Provider shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Contract. Service Provider shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required supporting the

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Services. Such documentation will be subject to the limitations imposed by Service Provider's Intellectual Property Rights of this Contract.

Warranties: All the warranties held by or in the name of the Service Provider shall be assigned or transferred as-is, in the name of the bank. The Service Provider shall execute any and all such documents as may be necessary in this regard. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.

The Service Provider shall provide all other services as may be agreed by the parties in connection with the reverse transition services.

The Service Provider recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the Service Provider agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the Service Provider under the scope, upon termination or expiration thereof, for any reason whatsoever.

The cost for reverse transition if any should be part of the commercial offer during which the existing Service Provider would transfer all knowledge, knowhow and other things necessary for the Bank or new Service Provider to take over and continue to manage the services. The Service Provider agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.

The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Service Provider shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

The Service Provider agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected Service Providers as would be required.

Notwithstanding anything contained in this Agreement, the Bank reserves its right to terminate the agreement with the Bidder without assigning any reason at any time after serving thirty(30) days prior written notice to the Bidder, at no cost to the Bank

51. Force Majeure:

- i. The Selected Bidders shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in

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

- ii. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Selected Bidders and not involving the Selected Bidders' fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
- iii. Unless otherwise directed by the Bank in writing, the Selected Bidders 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. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of one month, the Bank and the Selected Bidders shall hold consultations in an endeavor to find a solution to the problem.
- v. Notwithstanding above, the decision of the Bank shall be final and binding on the Selected Bidders.

52. Resolution of Disputes and Arbitration Proceeding

- i. The Bank and the selected bidders shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the selected bidders, any disagreement or dispute arising between them under or in connection with the contract.
- ii. If the Officer-In-charge of the Debit card department and Bidder project manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the selected Bidder(s) and Bank respectively.
- iii. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the selected bidders and Bank, the Bank and the selected bidders have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

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Arbitration:-

- i. Any dispute, controversy or claims arising out of or relating to the contract, its validity, breach or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- ii. All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties. In case Parties fail to reach any consensus for the appointment of the sole arbitrator within 30 days from the date of request by either party for the appointment of sole arbitrator, the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Seat of Arbitration will be at Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- iii. The place of arbitration shall be at Mumbai.
- iv. The arbitral procedure shall be conducted in the English and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
- v. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
- vi. The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration clause in this RFP, shall be under the exclusive jurisdiction of the courts located at Mumbai only. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.
- vii. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business

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date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

53. Applicable Law:

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

54. Taxes and Duties including GST Law and Its Compliance:

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

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applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

- f) All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

Goods and Services Taxes (GST) and its Compliance

Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Bidder shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-

TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the Service Provider of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person

It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST law

If Bidder as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of the Service Provider/Bidder falls below a mandatory level, as decided from time to time may be a relevant ground of cancellation of the contract

55. Tax deduction at Source:

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

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56. Corrupt and Fraudulent practice

- i. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
- ii. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- iii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- iv. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- v. The Bank reserves the right to declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

57. Violation of Terms

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

58. Compliance with Laws

- i. Compliance with all applicable laws : The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its

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employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

- ii. Compliance in obtaining approvals/permissions/licenses : The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.
- iii. This indemnification is only a remedy for the Bank. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- iv. The Vendor shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen compensation Act etc.) The vendor shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to their line of activity from time to time, including records and returns as applicable under labour legislation.

59. Assignment

- i. Bank may assign the Project and the solution and services provided therein by Vendor in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractors, at its sole option, or upon the occurrence of the following: (i) Vendor refuses to perform; (ii) Vendor is unable to perform; (iii) termination of the contract with Vendor for any reason whatsoever; (iv) expiry of the contract.

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- ii. Such right shall be without prejudice to the rights and remedies, which the Bank may have against Vendor. Vendor shall ensure that the said Contractor/subcontractors shall agree to provide such services to the Bank at no less favorable terms than that provided by Vendor and shall include appropriate wordings to this effect in the agreement entered into by Vendor with such Contractor/sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Vendor to perform or termination/expiry of the contract.
- iii. If the Bidder undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP/contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the selected Bidder under this RFP.

60. Tender Fee:

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

61. Make in India & Exemption for Application Fee and EMD:

This RFP is governed by Government of India, Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (Public Procurement Section) order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India) [PPP-MII], Order 2017, revision order no. P-45021/ 2/2017-PP(B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP(B.E.-II) dated 29th May 2019, revision order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent **revision order no. P-45021/2/2017-PP(BE-II) dated 16th September, 2020.**

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

I. For the purpose of this tender

- a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry (MeitY-Ministry of Electronics and Information Technology), 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.
- b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under PPP-MII Order 2017-revised up to date.
- c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content minimum 20% but less than 50%, as defined under PPP-MII Order 2017-revised up to date.

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- d. 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under PPP-MII Order 2017-revised up to date.
- e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. The margin of Purchase Preference will be 20% in terms of Para 6 of PPP-MII Order 2017-revised up to date.

Procedure for preference under the Public procurement (Preference to Make in India) Order 2017 – (Revision) dated 16-9-2020:

- II. Under Public procurement (Preference to Make in India) Order 2017 – (Revision) dated 16-9-2020** Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued.

III. Purchase Preference

- a) Subject to the provisions of PPP-MII Order 2017-revised up to date and to any specific instructions issued by the MeitY (Ministry of Electronics and Information Technology) or in pursuance of the Order as applicable on the last date of submitting the tender document, purchase preference shall be given to 'Class-I local suppliers' in procurements undertaken by bank in the manner specified here under.
- b) In the procurements of goods or works which are covered by Para II above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - b-i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - b-ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the net higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by bank.

IV. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

V. Verification of Local Content:

- a. The 'Class-I local Supplier' / 'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local

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supplier’/ ‘Class-II local Supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.

- b. The ‘Class-I Local Supplier’/‘Class-II Local Supplier’ shall be required to provide a certificate 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.
- c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.

VI. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if

- (i) The entity is incorporated in that country, or
 - (ii) A majority of its shareholding or effective control of the entity is exercised from that country; or
 - (iii) More than 50% of the value of the item being supplied has been added in that country.
- Indian suppliers shall mean those entities which meet any of these tests with respect to India.”

**RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS
WITH INDIA:**

As per Ministry of Finance, Department of Expenditure, Public Procurement Division’s office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (i) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

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“The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority”

Definitions pertaining to “Restriction of Bidders from Countries sharing Land Borders with India” Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

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- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

**BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE
GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY
GOVERNMENT OF INDIA:**

- Subject to Public Procurement (preference to Make in India) Order 2017-Revision dated 16-9-2020 (which requires procurement of Local content) and the fact that this RFP is for Class-I Local Supplier and class-II Supplier, eligible MSEs will be given preference as per the Procurement Policy for MSEs.
- As per the above policy, Bank reserves the rights to procure 20% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFP, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.
- MSEs are also exempted from payment of cost of bid documents and submission of bid security.
- To avail the above benefits, the bidder should have registered (under MSEs Order, 2012with) with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises or having Udyam Registration Certificate.
- Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
- Start-ups (not being MSEs) are exempted from submission of bid security but no relaxation in terms and conditions mentioned in Eligibility Criteria.

Bidders, who qualify on each and all of the above mentioned criteria, would be qualified to submit the bid and will be evaluated as per details provided further in this document. Bidder should provide full details on each of the above requirements.

62. Notices:

Any notice given by one party to the other pursuant to the contract shall be sent to other party in writing or by Email and confirmed in writing to other Party's address. The

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notice shall be effective when delivered or on the notice's effective date whichever is later.

Part-II

SCHEDULE OF EVENTS

S. No	Tender Reference Number	CO: Dr_Crd:2022-23: RFP: 01 Dt 14.09.2022 End to End Card Management i.e. Supply, Printing & Personalization of Dual Interface (NCMC) Chip and PIN Cards as per approved design and specifications of the bank.
1	Brief Description of the RFP	REQUEST FOR PROPOSAL FOR PROCURING, PROCESSING AND PERSONALIZATION OF ALL TYPES OF DEBIT CARDS & SERVICES INCLUDING NCMS, CONTACT, CONTACTLESS, DUAL INTERFACE ETC.
2	Address for Communication and submission of Tender/bid	Central Bank of India, Digital Payment and transaction Banking Department Central Bank of India (MMO) Building, 1st Floor 55 MG Road, FORT, Mumbai-400 023.
3	Date of issue	14/09/2022
4	Last date of submission of Pre Bid Queries	21/09/2022 before 3:00 PM
5	Date & Venue of Pre-Bid Meeting	23/09/2022 at 3:00 PM Central Bank of India, Digital Payment and transaction Banking Department Central Bank of India (MMO) Building, 1st Floor 55 MG Road, FORT, Mumbai-400 023.
6	Last date & time for submission of Bids	14/10/2022 3:00 PM
7	Date and time of Opening of Technical Bid	16/10/2022 at 3:30 PM Central Bank of India, Digital Payment and transaction Banking Department Central Bank of India (MMO) Building, 1st Floor 55 MG Road, FORT, Mumbai-400 023.

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8	Bid document cost (non-refundable)	Rs 10,000/- (Rs Ten thousand only) by way of Demand Draft.
9	Earnest Money deposit	Rs 1,00,80,000/-(Rs. One Crore and Eighty thousand only) by way of demand draft/NEFT/Bank Guarantee in favour of Central Bank of India Payable at Mumbai.
10	Performance Bank Guarantee	3% of the order value PBG to be issued by a scheduled commercial bank (other than a Cooperative Bank)
11	Contact details for any clarification	smdebitcard@centralbank.co.in agmtxnbkg@centralbank.co.in Telephone: 022-49197316 022-49197322
12	Price validity from the date of	180 days
13	Contact details of agency appointed for conducting Reverse Auction	Will be communicated
14	Delivery schedule	Within 6 weeks from issue of Order
15	Terms of payment	All valid Bills payable monthly in arrears within 4 weeks from date of receipt of Bill
16	Delivery locations	Across India
17	Liquidated damages	Liquidated damages will be a sum equivalent to 1 % per week for the order value / Contract Price subject to maximum deduction of 10 % of the Contract Price for delay of each week or part thereof.

**REQUEST FOR PROPOSAL FOR PROCURING, PROCESSING AND
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Annexure-1

SCOPE OF WORK

Central Bank of India hereafter referred as the CBoI. The CBoI has the branch network of more than 4800 Branches with over 2000 ATMs in the country and approx. 3 Crore Debit Card holders. CBoI is issuing on an average about 2.5 lacs 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. CBoI is also issuing EMV compliant Dual Interface NFC Cards with NCMC feature. In view of the large customer base, 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, CBoI may call upon any of these vendors to take up jobs at a short notice.

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

FY	Total Cards
2023-24	56 Lakhs

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

Note: Apart from normal upward and downward variations of 25% in projected quantities as indicated above, there may also be occasions of heavy variations during the contract period, both upward and downward for short or prolonged period. Vendors should be ready to accept such challenges. They should have spare capacities available or should be able to create such capacities in a reasonable time to the satisfaction of the bank for meeting upward surge in volumes. There may be various reasons for heavy upward surge in volumes for e.g. launch of some new scheme by the Government of India necessitating new debit card issuance, direction by the regulator necessitating re-carding of existing 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.

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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 etc.
- ii. Quality Control checks:
 - a. File level checks: Name Convention, duplicate file, File format, mandatory Field check.
 - b) Record level check: Proper pin code, Account transfer/received cases and D-dup check, address check and other related checks as specified by bank from time to time.
- iii. Card personalization of all types, e.g. Un-embossed, Embossed, Photo, EMV Chip and Dual Interface NFC & NCMC Cards etc.
- iv. Printing of collaterals viz, card-carrier, users' manual, pouch, card-envelope **(detailed in ANNEXURE 3)** or any other related matter and to be updated time to time as per Regulatory guidelines.
- v. Supply of PIN mailers and its associated stationeries for dispatch. Assisting in PIN printing and its handling for sorting, packaging, making them ready for dispatch. 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 latest PCI DSS norms.
- vi. Dispatch arrangements of Cards and PIN/PPKs (postal/courier charges to be borne by the Bank. Vendor to submit State wise/Circle wise dispatch details along with Monthly bills to be submitted to Debit card dept. for reimbursement).
- vii. Data storage, sensitive data to be deleted immediately after processing, other details like dispatch details and other instructions to be kept for contract period + 3 years.
- viii. Up-Loading the data through FTP/SFTP or dedicated portal at our data/call centre for the use of our contact centre on the lines of Proforma to be provided by Bank.

REQUEST FOR PROPOSAL FOR PROCURING, PROCESSING AND PERSONALIZATION OF DEBIT CARDS & SERVICES

- ix. MIS on a regular basis, as per Bank's requirement from time to time to monitoring/Debit Card Department of bank.
- x. Query-resolution to Branches / Local Head Offices / Corporate Centre /Foreign Offices through telephone/email. Queries will normally be for status of Card and PIN/PPK issuance/dispatch and delivery.
- xi. Copy of Delivery Challans for card/PIN/PPK and re-PIN/PPK dispatches to be provided by the vendor as per Bank's requirement.
- xii. Vendors have to provide dispatch files along with RTO daily as dispatch file is the source file for updating card count portal. TAT 24 hrs. Penalty will be same as mentioned in **ANNEXURE 8**. Web-tracking facility for status of card to customers/branches/Regional and Zonal Offices/Corporate Centre with different level access rights to branches, ROs, ZOs and Corporate Centre. Vendor may be required to replicate data on CBoI Server which may also be used for QC by the vendor. CBoI may introduce a new RTO process in future.
- xiii. Turnaround time shall be 24 hours (excluding India Post holidays) from receipt of embo file to delivery to Speed Post/Courier(s) for Non-Personalized Welcome Kit Cards and 48 hours for other cards. Cut-off time of the day for the purpose of TAT will be 1700 Hrs. Vendor should be able to make arrangement for issuance and dispatch of priority cards within 12 hours of the receipt of embo file.
- xiv. The TAT for PINs/ PPKs too will be 24 or 48 hours (exclusive of Sunday and holidays) from the date of receipt of embo file to delivery to DOP/Courier(s) as applicable for cards.
- xv. The selected Bidder(s) should have or be able to develop the system as per the CBoI's requirement and put it in place so as to start production within 4 weeks of the receipt of order for the Debit Cards from CBoI.
- xvi. Costs of software/modifications for existing as well as new cards introduced by CBoI in future based on the new products launched by CBoI from time to time, connectivity etc. will be borne by the finally selected Bidder.
- xvii. White plastic testing, CPV or any other certification cost for all schemes to be borne by vendor.
- xviii. The vendor should track the movement of consignment till delivery. An interface should also be developed by the vendor with our outsourced helpdesk vendor for them to cater to response of card tracking.
- xix. CBoI may examine feasibility of change in existing RTO process in which card is returned to the vendor if un-delivered for onward dispatch to the concerned Branch. In the changed process vendors may be asked to implement process of dual addresses on the envelope.

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xx. Suitable penalty will be levied for:

- a) Delay in transmission of input files post QC, per card per day.
- b) Delay in personalization and handing over the same to Speed Post or Courier, per card per day.
- c) Non-adherence to QC, per card.
- d) Delay in uploading of data for Contact Centre/non-updating in Web tracking tools, per day.
- e) Uploading of incorrect data.
- f) Wrong dispatch of Cards and PIN/PPKs per instrument.
- g) Delays in RTO cards re-dispatch.
- h) Delay in Re-PIN/ PPK dispatch.
- i) Delay in making changes as required by CBoI in QC and other areas per day.
- j) Wrong processing, re-processing of Data submitted by Bank Penalty structure shall be defined in SLAs with selected card vendors. Basic penalties with quantum thereof are given **Annexure -8**.

xxi. **CONNECTIVITY –**

- a) Finally selected bidder for card/PIN/PPK processing would be required to connect to the Central Data Centre at Mumbai or Local Head Offices/Branches/other offices as the case may be for sending/receiving customer data/emboss 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 CBoI Connect network should have firewall with rule-base configured as per Bank's IT security policy.

The interface with CBoI 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 CBoI only.

xxii. Selected vendors must have a dedicated representative specifically for the BANK. Representatives should handle complaints and clarifications related to non-delivery/dispatch status of cards under supervision of Debit Card Department.

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- xxiii. Vendor to submit monthly certificate for compliance as per RFP/SLA.
- xxiv. Vendor to maintain 45 days inventory of plastic stock and welcome kit at vendor's end.

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 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
 - a. IT Policy and IS security policy.
- xii. Bank is in the process of deploying Digital Rights Management (DRM) Solutions in its environment. The Bidder under this RFP should be able to integrate with Bank's DRM solution seamlessly.

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- xiii. The finally selected Bidders will be responsible for the safety, security and confidentiality of data.
- xiv. Must comply Latest PCI DSS compliance guidelines and other security related government/regulator guidelines.

ANNEXURE - 2

OTHER STIPULATIONS

1. Penalty for Delay

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

2. Liquidated Damages

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

3. Pricing

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

4. Payment Schedule

The bills raised by the selected bidders(s) will be verified and paid by designated offices of the Bank. No advance payments will be made. Payments for cards and allied Products/Software/ Services will be made on monthly basis in arrears after tax deduction at source.

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The Bank will ensure that there should not be any delay beyond 1 month in payment of vendor's bills submitted to debit card department, except disputed payments.

5. Order Cancellation

BANK reserves the right to cancel the contract placed on the selected bidder after serving 30 days' notice, and recover expenditure incurred by the BANK under the following circumstances:-

The supplier/BIDDER commits a breach of any of the terms and conditions of the RFP.

-The bidder goes into liquidation, voluntarily or otherwise.

-An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

- Delays in delivery beyond the specified period for delivery
- Serious discrepancy in hardware noticed during the pre-dispatch factory inspection or during installation

If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the security amount as liquidated damages for the delay.

If deductions on account of liquidated damages exceeds more than 10% of the total contract price.

After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled. In addition to the cancellation of purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the supplier to appropriate the damages and also to black list the supplier from participating in any future RFP or other process of the Bank.

BANK reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills under this contract.

6. Grafts and Commissions

Any graft, commission, gift or advance given, promised or offered by or on behalf of the bidder/ successful bidder or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with Bank/ CBoI, 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/CBoI resulting from any cancellation. Bank/CBoI shall then be entitled to deduct the amounts so payable from any moneys otherwise due to the successful bidder under the contract.

7. Extension of Time for Delays by the Bank

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

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

8. Suspension of Work

Bank 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 will issue orders for suspension or reinstatement of the work to the successful bidder in writing.

9. Defense of Suits

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

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

ANNEXURE - 3

DETAILS OF CARD SPECIFICATIONS AND COLLATERALS

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

- 16K or higher DDA Java/MULTOS with Chip Gold Compliant to ISO/IEC 7816 standards and latest in the industry.
- Physical Card ID1 format.
- PVC Material with 800 micron thickness with maximum variation of 5%.
- Microprocessor based IC Card Minimum 16KB EEPROM/FLASH or higher.
- Minimum 8 bit CPU.
- RAM minimum 6 KB.
- Secure Hardware Crypto Coprocessor.
- Memory secure encryption for RAM ROM and EEPROM.
- Counter Measures against side channel attacks (SPA & DPA).
- Write Endurance should be 300000 cycles or higher.
- Data Retention period more than 10 years.
- Unique ID for each chip.
- OS should be hard masked on ROM or FLASH.
- OS should be Java 2.2.x or higher/MULTOS 4.3 or higher
- Global Platform 2.1.x or higher version/MULTOS 4.3 or higher
- EMV Authentications Methods Supported – DDA.
- Support for EMV financial applications using Chip and PIN.

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- Validity of the chip shall be as per validity of LOA from scheme as on the date of supply.
- VISA VSDC2.8.x or higher.
- MasterCard – M/Chip4 or M/Chip Advance.
- Latest version for Rupay Cards
- Magnetic Stripe : HICO 2750 Oersted. ISO standards for Encoding, location of Track 1, 2 & 3.
- Peel strength should be as per CQM standards.
- **Contactless Cards**
- ISO 14443 Standard compliant.
- Protocols supported: Contactless Type A/Type B Mifare Desfire EV1.
- Chip security standards compliant.
- Global Platform 2.1.x or higher version/MULTOS 4.3 or higher.
- OS should be Java 2.2.x or higher/MULTOS 4.3 or higher.
- Finger print Match on card for Biometric cards.
- Communication Protocol: T=0, T=1, CL Type A, CL Type B.
- PKI/Digital Signature.
- Minimum 8 bit CPU.
- Secure Hardware Crypto Coprocessor.
- Memory 16K or higher.
- RAM minimum 8 KB.
- Write Endurance: Minimum 300000 cycles.
- Data Retention period as per card schemes.
- Operating Distance : 45 mm – 50 mm
- Frequency: 13.56 MHz.

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- Support for EMV financial applications.
- Multi-application loading capability for Combo Cards.
- Random UID.
- Secure Channel Protocol.
- Bit-wise anti-collision.
- 7 Bytes unique identifier cascaded.
- Data encryption on RF Channel as per EMV Standards.
- Authentication on application level.
- Self-securing file system.
- Transaction oriented automatic anti-tear mechanism.
- Peel strength should be as per CQM standards.
- The proposed inlay should be manufactured using a chip module with embedded copper wire or inductive technology.
- Capability to support multiple e-governance and transit applications/NCMC /qSPARC card, Debit cum Credit Card (combo card)/Photo Card.

NFC TAGS:

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

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COLLATERALS BILINGUAL WITH FOUR COLOUR PRINTING

Sl No	Particulars	Card	Platinum and higher variants
1.	Card Carrier / Welcome letter	Length 29 cms (A4) Breadth 21 cms Paper GSM 90 GSM	Size – 8.25" x 11.75" Paper – 120 GSM Super Printing Paper Printing - 4 colour
2.	Card Pouch	Length 9 cms Breadth 6 cms Paper GSM: 130 GSM Outside Laminated, non-tearable, water resistant	Length 9 cms Breadth 6 cms Paper GSM: 130 GSM Outside Laminated, non-tearable, water resistant.
3.	Welcome kit Envelope	Length 23 cms Breadth 11.5 cms Paper GSM: 90 GSM Outside Laminated Tape be affixed on flap	Size – 8.70" x 4.70" Paper – 300 GSM SBS Board Printing - 4 colour 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) Breadth 8.5 cms Paper GSM: Cover-130GSM/ Coated Text-90Gsm/ Coated	Size – 8.5" x 4.5" (Closed). Paper – 300 GSM Magno Star Gloss for cover and 170GSM Magno Star Gloss for inside. Printing – 5 colour with online aqueous coating. Fabrication – Lamination on cover and center PIN/ PPK binding.
5.	PIN/PPK MAILERS	Length 24.3 cms. Breadth 9.4 cms. Paper GSM: 70 GSM upper layer and 80 GSM lower.	
6.	WINDOW PIN/PPK ENVELOPES	Size 28 cmX 12.7 cm No. of windows: 1/2 Paper GSM: 90 GSM/ Butter Paper.	

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		Printed & laminated Envelope (130 GSM) for PIN/PPK Dispatch in bulk, to branches. Tape be affixed on flap	
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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.

ANNEXURE - 4

Business Rules and Bidding Process instructions for Reverse Auction

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

A reverse auction event will be carried out by authorized Bank agency 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 CBoI.

Reverse Auction Event Information

The short-listed bidders after the technical evaluation stage will participate in the reverse auction conducted by authorized Bank's agency.

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:

The authorized Agency will provide training to the technically qualified bidders on the bidding process. The bidders have to participate in the training at their own cost.

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b) LOG IN NAME & PASSWORD:

Each technically qualified bidder will be assigned a Unique User Name & Password by the Agency. 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, agency shall submit the Report to CBoI 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 CBoI to any other party.

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CBoI's decision on award of Contract shall be final and binding on all the bidders.

CBoI can decide to extend, reschedule or cancel any auction **without assigning any reason**. Any changes made by CBoI after the first posting will have to be accepted if the bidder continues to access the site after that time.

CBoI and its agency shall not have any liability to bidders for any interruption or delay in accessing the site irrespective of the cause.

CBoI and its Agency are not responsible for any damages including damages that result from but are not limited to negligence. The Agency 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 authorized agency and a copy thereof to CBo. After the receipt of the compliance form, log in ID & password shall be allotted to the technically qualified bidders. The business rules as stated above may be changed/modified and communicated to the participating bidders if the need arise. Bank reserves the right to change and advise to prospective bidders such changes before start of e-auction.

ANNEXURE- 5

Pre Bid Query Format

Pre Bid Query Format

(To be provided strictly in Excel format)

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

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ANNEXURE - 6

Format for Bank(s) references

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

ANNEXURE – 7

MIS REQUIREMENTS

1. Daily PIN/ PPK dispatch details updated on tracking system.
2. PDF and CSV file daily sent.
3. Daily CBoI new branches details updated from mail received.
4. Daily old backlog data report with action taken.
5. Daily rePIN/ PPK and reprint is done.
6. Daily report on rejected file advised to concerned branches, AGM ATM and branches address updated.
7. Hold data report with reasons
8. Daily Data received and processed and if any gaps are there advised to concerned team.
9. Daily Report on all VIP card request processed and dispatched/delivered.

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10. SMS file sent (Daily)
11. Daily Card, PIN/PPK and re-PIN/PPK dispatch report
12. Any other need base MIS requirement

Periodicity of all above reports is Daily.

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

ANNEXURE-8

Penalties & SLA terms

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

NON-ADHERENCE TO TAT

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

PERSONALISED CARDS

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

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

NON PERSONALISED CARDS

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

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

RENEWAL /BULK UPLOAD CARDS

7 days @ Rs.1.00 per card per day after completion of TAT

8 days @ Rs.2.00 per card per day after completion of TAT

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2x Penalty will be levied in case of premium & Higher Variant cards viz Platinum etc.

PINs/PPKs

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

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

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

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

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

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

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

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

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

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

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

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

Penalty for Delay

For any delay beyond 6 weeks after the date of confirmed order from the Bank, a penalty will be charged on per day basis (from the 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

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each day's cards multiplied by the number of days' delay subject to a maximum of Rs.50,000/- (Rupees Fifty thousand) for each day's delay.

ANNEXURE-9

BID FORM (TECHNICAL BID)

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

Date: _____

To:

Assistant General Manager

Central Bank of India,

1st Floor, Mumbai Main Office, M. G. Road, Fort,

Mumbai - 400023

Dear Sir,

Ref: CO:Dr_Crd:2022-23:RFP:01 Dated :01.09.2022

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.

a. 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.

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- 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 at 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

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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 have not sought any deviation to the terms and conditions of the RFP. 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 without prejudice to any other rights available to the Bank.
- 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 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 possess 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.

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- xv. We hereby certify that all the prevailing GOI/Regulator guidelines are complied.
- xvi. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or 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. We also certify that we have not been disqualified / debarred /terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years.
- xvii. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xviii. 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.
- xix. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xx. 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.
- xxi. 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 2022

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(Signature)
(Name)

Duly authorised to sign Bid for and on behalf of

Seal of the company.

Annexure-10

Bidder's Eligibility Criteria

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

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP /Partnership firm or any other juristic entity, 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 (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020		Bidder should specifically certify in this regard and provide copy of registration certificate issued by competent authority wherever applicable.

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3.	The Bidder must have positive net worth as at the end of FY 2021-22 to be eligible for the Bidding process.		Certificate from statutory auditor has to be submitted.
4.	The Bidder must have an average turnover of minimum Rs. 50 Crores during last 03 (three) financial year(s) i.e. FY 2019-20, FY2020-21 and FY2021-22.		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for current FY 2021-22 may be submitted.)
5.	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 3 above.		Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.
6.	The bidder should have installed capacity in India for personalizing at least One million chip based financial/banking Dual Interface cards in a month and should be able, to the satisfaction of Bank, to increase the installed capacity within 6-8 weeks of the receipt of order from the Bank.		Self-certification along with details of machinery related to card personalization installed currently with their total and spare capacity along with future expansion plans. These may be verified by Bank during site visit.

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S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
7.	The bidder should be duly certified continuously by Master Card, VISA and NPCI (RuPay) during previous three years (FY 2019-20 and FY 2020-21 and FY 2021-22, i.e. from April 01, 2019 till date of submission of bid) without any disqualification for Chip (EMV & DI – NCMC qSparc for RuPay) and Magnetic Stripe cards personalization as on date of submission of response to this RFP.		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.
8.	The Bidder should have an experience of at least Three (3) years for supply/ personalization of EMV Chip based DI Cards - Credit/Debit Banking Cards of VISA, MasterCard & RuPay network in India, without any disqualification from Card schemes in the preceding three Financial Years, April 2019 to till date of submission of Bid (certificates to be attached). The Bidder should have supplied and personalized in total at least 1 crore contactless / Dual Interface (DI)/NCMC Cards of VISA/MasterCard / RuPay Network, (out of which 0.20 crore should be NCMC Cards) during the period April 2021 to March 2022 to one or more Public Sector Banks		Copies of POs and proof of deliveries to substantiate claims. Data to be submitted for last financial year (01.04.2021 to 31.03.2022).

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S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
	/ 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.		
9.	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
10.	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.
11.	The bidder should have own base card production facility located in India or should have proper arrangements with suppliers to ensure card production/procurement from facility located in India, within 4 weeks maximum for regular cards and maximum 6 weeks for specialized high technology cards.		Proof of production activities carried out and /or documents regarding arrangement with suppliers with documents showing dates of placing orders and actual delivery.
12.	The bidder should have supplied cards for at least three years to one or more Indian scheduled commercial bank(s); Reference of satisfactory work from the client Banks should be enclosed on the		Certificate as per Annexure-6

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S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
	prescribed format as per Annexure-6		
13.	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.
14.	The bidder should have business redundancy and business continuity plan.		Copy of Business Continuity Plan (BCP) to be submitted.
15.	Certification Requirements		Copy of valid certificates to be provided. Certification from MasterCard, Visa and NPCI (RuPay). PCI CP, etc.
16.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)		Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's Letter head.

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S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
17.	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 and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years. (Refer GOI Cir. No F.1/20/2018-PPD dated 02.11.2021)		Bidder should specifically certify in Annexure-9 in this regard.
18.	The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India. For OEMs, directly participating, the conditions mentioned above for support center remain applicable.		Bidder should specifically certify in Annexure-9 in this regard.

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Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be duly signed by the authorized signatory of the Bidder and properly stamped. 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.

Signature

Seal of Company

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

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

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Annexure-11

BIDDER DETAILS

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

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

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

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

3. FINANCIAL INDICATORS OF THE COMPANY

(Rs in Lakhs)

ITEM	2019-20	2020-21	2021-22
Total Income			
Profit before Tax			
Profit after Tax			
Share capital			
Capital & Reserves			

4. Staff

4.1	Total number of employees(engaged for Card related activities)	
4.2	Break-up of employees -Sales -Administrative -Technical -Implementation staff -Labour used on Contract Basis, if any	

5. Others

5.1	Names of banks, other companies for which work has undertaken	
5.2	Any special qualification	

Technical Information to be provided by the bidders

1	Present installed capacity (per day) for personalization of Debit / credit Cards (Details of Make & Year of related Machines with capacity per day)	
2	Capacity Utilization	
3	No of cards issued per month currently (with details of each type of cards (like Debit/ Credit Cards, Smart cards – issued per month with details of each variants)	
4.	Experience in Debit/ Credit Card Personalization (Since when, indicate month & year – attach supporting documents, if any)	
6.	PIN/PPK Printing experience a) Since when (indicate month and year) b) Details of PIN/PPK Printing Hardware	
7.	Dispatch Management (If Yes, give no. of Cards dispatched per day)	
8.	Stuffing of Cards & Collaterals (whether in house, out sourced or no exposure)	
9.	Query Resolution (if yes, give no. of seats in call centre specified for Card and PIN/PPK related activities)	
10.	MIS a) Types of MIS (List various types) b)Periodicity (daily, weekly, monthly or customized)	

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11.	Rejection percentage of personalized cards	
12.	Inventory control and management – Details of system in place.	
13.	Security controls for Card personalization Bureau. (Physical, Double door, CCTV etc. – Please specify)	
14.	Security controls for PIN/PPK Printing (Physical, Double door, CCTV, Separate premises etc. – please specify)	
15.	VISA/ MCI/ RuPay, EMV/ NCMC certification details (Copies to be attached)	
16.	System Architecture (Details to be attached)	
17.	Internal Audit System	
18.	Pre and post quality control checks	
19.	CCTV details	
20	Redundancy and business continuity plan (Documents to be attached)	

Details of Processing Sites:

Nature of Facilities	Location
Data Processing	
Data Processing	
PIN/PPK printing	
Stuffing and Dispatch	

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Annexure-13

Indicative Commercial Bid

The indicative commercial Bid needs to contain the information listed here in under in a sealed envelope bearing the identification – **“Indicative Commercial Bid for**

“End to End Card Management for Procuring, Supply, Personalization, Printing and Processing of Debit Cards” and dispatch thereof.

Name of the Bidder:

TABLE – A: TOTAL COST of OWNERSHIP (Cost for EMV Contact Chip Dual Interface Cards)

(Amount in Rs.)

	Basic Activities	Base Cost (A)	Quantity (B)	Total Base Cost (TCO) Rs. (C) = A * B
A	RUPAY/VISA/Master Contact Cards: 56 lakh *** (CHIP:16K DDA JAVA)			
B	Cost of Card Personalization ((Indenting / Tipping / Card Encoding / Embossing, Printing of Name etc. excluding Photo printing)			
C	Cost of supply and printing of Collateral/ Stationery (Envelop, Card Mailer, T & C Booklet, Card Pouch etc.) all combined per Unit as per specification given in RFP (as per table B below with item wise details)			
D	Stuffing , gumming, pasting and handling till dispatch including cost of packing material(envelope/carton etc.			
E	Cost of Contactless/NFC enabled/Contactless equipped with NCMC functionality (Offline Wallet) Cards (Including S.No. A)			
F	Total cost quoted by the bidder** (Excluding S No. A)			

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Place:

Date:

AUTHORISED SIGNATORY

Name & Designation

TABLE: B

**Item wise Per Unit Cost of Stationeries / Collaterals with the card
to form a welcome kit**

	Items	Base Cost (A)
1.	Envelope	
2	Welcome Letter	
3.	User Guide Booklet(T and C booklet)	
4.	Card Pouch	
5	PIN Mailer	
	*Total: 1 to 4	

***Bank may supply leaf let (maximum up to 2 nos.) to be stuffed in welcome kit
along with card and other collaterals**

Table C: Per card Cost of inclusion of photo on the card:

Base cost

Place:

Date:

AUTHORISED SIGNATORY

Name & Designation

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

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

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

1. L 1 bidder would be determined based on the Total Cost of ownership as per TABLE A (i.e. COST excluding applicable Taxes) given above.
2. Bank shall choose one or two other vendor(s) from among the L2 & L3, subject to their matching with the quote by L1 bidder. For the purpose of matching the L1 rate, the offer shall be extended to both L2 and L3. In case both agrees, there would be 3 vendors with sharing of work among L1, L2 & L3 in ratio 50:30:20 respectively. If only one of L2 and L3 agrees to match L1, there would be two vendors sharing the work in 60:40. As regards matching the rates of L1, it is to be noted that not only the TCO but also all the individual line items as quoted by the L1 need to be matched by the other bidder who is offered to match. No counter condition in response to commercial bid will be accepted. L2 & L3 bidders will have to give confirmation of matching the price to what has been quoted by L1 bidder within 7 days of the bank asking for the same else it will be assumed that they are not willing to match the price and bank may place order with L1 bidder.
3. Bank reserves the right to reject such bid. In case of discrepancy between figures and words, the amount in words shall prevail.
4. In case of discrepancy in calculations, unit cost shall be taken for consideration of L1.
5. The requirement of the RuPay / VISA /Mastercard EMV Debit Cards / Dual Interface Contact less Card as above is indicative only (i.e. projected quantity). However, actual production may vary as per requirements.
6. Bank reserves the right to get EMV Chip Card / Contactless Dual Interface /NCMC card, with name / without name, with photo / without photo, with / without Collaterals / Stationery items and accordingly payment will be released.
7. Bank reserves the right to further negotiate the rate of all or some of the items with L 1 bidder to rationalize the rate as per mutual consent.
8. Bank reserves the right to accept or reject the lowest bid & call for rebidding process if so warranted.

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9. Total cost of ownership is exclusive of Tax only.
10. Bank shall pay applicable tax or any other duty/tax in substitution of these item(s) as per actuals that may vary from time to time as per Govt. notifications and duly put up to bank in Invoices
11. The cost of supply excluding taxes would be fixed and remain same as contract price during the contract period for all items.
12. Bank shall pay only use based cost of items of table as per the requirement.
13. Bank will empanel the vendors for a period of three years whoever participated and technically found qualified in the RFP process. However, rates quoted in the Bids will be valid for one year only to decide successful bidder. The rates every subsequent year (next 2 years) shall be called from empanelled vendors only as per Bank requirement and successful bidder will be decided through award criteria as per the RFP terms.

We agree with the terms and conditions stated above.

NO CUTTING OR OVERWRITING IS ALLOWED.

Place: AUTHORISED SIGNATORY

Date: Name&Designation



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ANNEXURE- 14

MANUFACTURERS' AUTHORIZATION FORM

No. Date:

To:

Dear Sir:

Ref: CO: Dr_Crd:2022-23: RFP: 01 Dated : 01.09.2022

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.

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

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:

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 in the event of termination of production of such Products: advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and following such termination, furnishing at no cost to the Bank, operations manuals, standards, and specifications of the Products, if requested.

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 letter head 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.



Non-Disclosure Agreement (NDA)

This Agreement made at____, on this ____day of____2022, BETWEEN

_____a Company incorporated under the Companies Act, 1956/2013 having its registered office at _____ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as "Bank" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

Vendor And Bank are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose"). This NDA is executing for the purpose of-----

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential Information: "Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and



negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

1. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3.Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.



4. Term: This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The

Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. Entire Agreement, Amendment, and Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only



with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

10. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

11. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of

Name of Authorized Signatory:

Designation:

For and on behalf of CENTRAL BANK OF INDIA

Name of Authorized signatory:

Designation:



Annexure-16

Undertaking of Authenticity

To

Assistant General Manager (Cards),

Central Bank of India,

1st Floor, Mumbai Main Office, M. G. Road, Fort,

Mumbai - 400023

Sub: Undertaking of Authenticity for Hardware & Software Supplies

Ref: CO: Dr_Crd:2022-23: RFP: 01 Dated: 01.09.2022

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

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

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

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



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

Dated this day of
2022

(Signature) (Name) (In the capacity of) Duly authorised to sign Bid for and on behalf of

ANNEXURE-17

Format for BANK GUARANTEE (EMD)

TO

Whereas _____ having its registered office at _____ (hereinafter called "the Bidder") has to submit its bid dated _____ for "**End to end Card Management Solution**" as specified in Schedule of requirement against **Tender Reference NO. CO/Dr_Crd/20122-23/RFP:01 dated 01/09/2022** (hereinafter called "the Tender")

KNOW ALL MEN by these presents that we _____ having our Corporate Office at _____ (hereinafter called "the Bank") are bound to Central Bank of India, (hereinafter called "The Purchaser") in the sum of Rs. 6,00,00,000/- (Rupees Six Crores only) for which payment well and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

If the Bidder withdraws their Bid during the period of Bid validity specified in the Tender: OR

If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity -

Fails or refuse to execute the Contract or the Agreement/Forms as required OR

Fails or refuse to furnish the Performance Security/Performance Bank Guarantee, in accordance with the instruction to Bidder.

We, _____, under take to pay to the Purchaser up to an amount of Rs. 1,12,00,000/- (Rupees One crore Twelve lakhs only) upon receipt of its first written demand, without the Purchaser having to



सेंट्रल बैंक ऑफ़ इंडिया
Central Bank of India

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substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of anyone or both of two conditions specifying occurred condition or conditions.

Notwithstanding anything contained hereinabove;

Our liability under this Bank Guarantee shall not exceed Rs. 1,12,00,000/- (Rupees One crore Twelve lakhs only) This Bank Guarantee shall be valid up to

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 _____. After which the bank shall be discharged from its liabilities.

Date this ----- day of ----- 2022 at -----

For and on behalf of ----- Bank.

sd/- -----

ANNEXURE-18

PROFORMA FOR PERFORMANCE GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of **Central Bank of India**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Head Office at Chandermukhi , Nariman Point , Mumbai- 400 021 having agreed to exempt



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M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of BANK's purchase order / Letter of Intent bearing no. dated..... issued to the Vendor and an Agreement to be made between BANK and the Vendor for a period of In pursuance of Request For Proposal no.....dated..... , as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees Only). We,.....[indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [VENDOR] do hereby undertake to pay to Central Bank of India an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by CENTRAL BANK OF INDIA by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Central Bank of India stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to Central Bank of India any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till CENTRAL BANK OF INDIA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on



or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [indicate the name of bank ISSUING THE GUARANTEE] further agree with Central Bank of India that CENTRAL BANK OF INDIA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by CENTRAL BANK OF INDIA against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of CENTRAL BANK OF INDIA of any indulgence by CENTRAL BANK OF INDIA to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of CENTRAL BANK OF INDIA in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.

ii) This Bank Guarantee shall be valid upto and

iii) 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(date of expiry of Guarantee including claim period).

8. Dated the day of, 2022

Yours" faithfully,

For and on behalf of _____ Bank

Authorised Official

Note:



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1. Selected bidder should ensure that the seal and Code No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.
3. The bank guarantee is required to be received by Central Bank of India directly from the issuing bank.

ANNEXURE-19

INTEGRITY PACT

Between

Central Bank of India hereinafter referred to as **"The Principal"**,

And

..... hereinafter referred to as **"The Bidder/ Contractor"**

Preamble

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

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

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.



(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the

"Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



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

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

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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



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

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief



Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word "**Monitor**" would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail."

(For & On behalf of the Principal)

Bidder

For & On behalf of the Principal

/

Contractor

(Office Seal)

(Office Seal)

Place_____

Place_____

Date_____

Date_____



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Witness1:

Witness1:

Name & Address

Name & Address

Witness 2:

Witness 2:

Name & Address

Name & Address

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA.
IF ANY.**

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.



2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.

Details of **Guidelines on Banning of Business Dealing as per Annexure-21.**

Independent External Monitors (IEM) and Integrity Pact

Independent External Monitors (IEM)

Central Bank of India has empanelled Independent External Monitors (IEM) for implementation of Integrity Pact (IP) in respect of procurements as per directives received from the Central Vigilance Commission (CVC):



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The details are as under:

- 1) Shri Trivikram Nath Tiwari ,Email ID: trivikramnt@yahoo.co.in
- 2) Shri Jagdip Narayan Singh ,Email ID: jagdipsingh@yahoo.com

- IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
- IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
- Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings

4 . Integrity Pact (IP)

Bidder willing to participate in this RFP shall submit duly stamped Integrity Pact on a stamp paper of INR 500/-, as per Annexure E attached with this RFP. Integrity pact shall be submitted by all the prospective bidders at the time of Bid submission or as per Bank's satisfaction. Non – submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground for bidder's disqualification to participate in the Bid process. For implementation of Integrity Pact (IP), Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID is given above.

Annexure - 20

Evaluation Matrix

TOTAL: 100 MARKS			QUALIFYING MARKS: 75		
	Description		Matrix		
1.	Financial Parameters- Maximum Marks 15	a.	Net worth - Maximum Marks 5		
			ii.	Up to 10 crore	1
			iii.	> 10 crore to 25 crore	2
			iv.	> 25 crore	5
		b.	Turn over- Maximum Marks 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.	PAT - Profit / Loss - in the last 3 financial years - Maximum Marks		



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			5	
		i.	Loss in 1 year out of last 3 years	2
		ii.	Profit in all 3 years	5
2.	Experience - Maximum Marks 20	a.	Experience in Debit /Credit/Prepaid Card personalizationfor DI/Contactless Cards - Maximum Marks 15	
		i.	>3 year to 5 years	5
		ii.	>5 year to 10 years	10
		iii.	>10 year	15
		b.	Number of Dual Interface/Contactless NCMC cardssupplied during April 2021 to March 2022. Maximum Marks 5	
		i.	Below 1 Cr	1
		ii.	Above 1 Cr to 1.5 Cr	2
		iii.	Above 1.5 Cr	5
3.	Technical Platform Maximum Marks 40	a.	Contactless Card personalization capacity per day Maximum Marks 5	
		i.	< 25000	0
		ii.	25000 to < 50000	2
		iii.	50000 to < 75000	3
		iv.	> 75000 and above	5
		b.	Dispatch Management Maximum Marks 5	
		i.	No experience	0
		ii.	Through outsourcing	2
		iii.	On its own	5

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		c.	Complaint resolution Maximum Marks 5		
			i.	Help Desk having up to 3 members	2
			ii.	Help Desk having 3 - 6 members	3
			iii.	Help Desk having more than 6 members	5
		d.	Security for Card Personalization Bureau Maximum Marks 5		
			i.	Physical only	1
			ii.	Double Door + Physical	3
			iii.	CCTV Cameras+ (ii) above	5
		e.	Availability of number of in house Testing facilities Maximum Marks 5		
			i.	More than 8	5
			ii.	5 to 8	3
			iii.	Less than 5	0
		f.	Disaster Recovery Maximum Marks 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.	More than one Personalization Bureaus located in the same state	2
		g.	Base card Production Maximum Marks 5		
			i.	Own base card production facility available in India	5
ii.	Base cards to be procured from others in India		3		
4.	Feedback from Customers Maximum Marks 5	a.	Feed Back from customers Maximum Marks 5		
		i.	Excellent feed back	5	
		ii.	Good feed back	3	
		iii.	Satisfactory feed back	2	
5.	Marks to be allocated based on feedback of the Bank's Official after site visit to the bidder's facility Maximum Marks 25 Vendors past experience in uninterrupted supply, quality of supply, quantity supplied, card variants handled, security available, handling of end-to-end process, help desk handling, automated process, quality controls, management controls, Audits – internal/external, CERT-IN approved audits, quality checks, exception handling and remedial measures, etc.				25
TOTAL					100

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Annexure - 21

Guidelines on Banning of Business Dealing

1. Introduction

1.1 Central Bank of India, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. CENTRAL BANK OF INDIA has also to safeguard its commercial interests. CENTRAL BANK OF INDIA deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of CENTRAL BANK OF INDIA to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on CENTRAL BANK OF INDIA to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of CENTRAL BANK OF INDIA generally provide that CENTRAL BANK OF INDIA reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank (CENTRAL BANK OF INDIA) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of CENTRAL BANK OF INDIA.

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2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) '*Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer*' shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. '*Party / Contractor / Supplier / Purchaser / Customer/*

Bidder / Tenderer' in the context of these guidelines is indicated as '*Agency*'.

ii) '*Inter-connected Agency*' shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) '*Competent Authority*' and '*Appellate Authority*' shall mean the following:

a) For Bank (entire CENTRAL BANK OF INDIA) wide Banning Executive Director (GAD) shall be the „Competent Authority“ for the purpose of these guidelines. Chairman & Managing Director, CENTRAL BANK OF INDIA shall be the „Appellate Authority“ in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, CENTRAL BANK OF INDIA Executive Directors“ Committee (EDC) shall be the „Competent Authority“. The Appeal against the Order passed by EDC, shall lie with Chairman & Managing Director, as First Appellate Authority.

c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach CENTRAL BANK OF INDIA Board as Second Appellate Authority.

d) For Zonal Offices only

Any officer not below the rank of Deputy General Manager appointed or nominated by the Head of Zonal Office shall be the '*Competent Authority*' for the purpose of these guidelines. The Head of the concerned Zonal Office shall be the '*Appellate Authority*' in all such cases.

e) For Corporate Office only

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For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the Competent Authority" and concerned Executive Director (GAD) shall be the "Appellate Authority".

e) Chairman & Managing Director, CENTRAL BANK OF INDIA shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) '*Investigating Department*' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) '*List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers*' shall mean and include list of approved / registered Agencies - *Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers*, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with CENTRAL BANK OF INDIA is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

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5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of CENTRAL BANK OF INDIA, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to ED (GAD), CENTRAL BANK OF INDIA Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of CENTRAL BANK OF INDIA to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure:-

i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.

ii) Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors Committee (EDC) with ED (GAD) as Convener of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.

iii) If EDC opines that it is a fit case for suspension, EDC may pass necessary orders which shall be communicated to the foreign supplier by ED, GAD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings

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with the Government or any other public sector enterprises or CENTRAL BANK OF INDIA, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;

6.4 If the Agency continuously refuses to return / refund the dues of CENTRAL BANK OF INDIA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (CENTRAL BANK OF INDIA) or it's official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Bank (CENTRAL BANK OF INDIA) or not;

6.11 Based on the findings of the investigation report of CBoI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Bank (CENTRAL BANK OF INDIA) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (CENTRAL BANK OF INDIA), forcefully occupies tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

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7 Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

7.2 There will be a Standing Committee in each Zone to be appointed by Head of Zonal Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager / Dy. General Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Zone, the proposal should be sent by the committee to ED (GAD) through the Head of the Zonal Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Zones and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Zonal Office for further action at the Zone level. If the prima-facie decision for Bank-wide banning has been taken, ED (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout CENTRAL BANK OF INDIA.

After considering the reply of the Agency and other circumstances and facts of the case, ED (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

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- ☐ Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- ☐ Based on the complaint forwarded by ED (GAD) or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of CENTRAL BANK OF INDIA to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director, GAD to place it before Executive Directors' Committee (EDC) with ED (GAD) as Convener of the Committee.
- ☐ The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED, GAD.
- ☐ If EDC opines that it is a fit case for initiating banning action, it will direct ED (GAD) to issue show-cause notice to the agency for replying within a reasonable period.
- ☐ On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED (GAD) to EDC for consideration & decision.
- ☐ The decision of the EDC shall be communicated to the agency by ED (GAD).

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

9.2 If the Agency requests for inspection of any relevant document in possession of CENTRAL BANK OF INDIA, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
- c) For banning the business dealing with the Agency.

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9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11 Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/EDC as the case may be for examination and recommendation.

12 Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, CENTRAL BANK OF INDIA may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

Based on the above, Zonal Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems

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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.

ATUL SRIVATSAVA
ASSISTANT GEN. MANAGER