

REQUEST FOR PROPOSAL

Selection of Debit Card Vendor for J&K Grameen Bank

Date: Jan 31, 2022

J&K Grameen Bank

Disclaimer

This RFP document is neither an agreement nor an offer or invitation by the JKGB to any other Party. The purpose of this RFP document is to provide interested parties with information to assist in formulation of their Proposal. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons or entities, and it is not possible for JKGB or their employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain bidder may have a better knowledge of the proposed project than others may. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. JKGB, its representatives and their employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

JKGB may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Some of the activities listed to be carried out by JKGB as a part of the tendering process or the subsequent implementation are indicative only. JKGB has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, in its best interest.

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1. Preamble

J&K Grameen Bank (JKGB), was established on 30th June 2009 after amalgamation of two erstwhile RRBs viz. JRB and KRB in accordance with GOI Notification dated 30th June 2009 issued under sub- section (1) of section 23A of the RRB Act, 1976 (21 of 1976). The Bank is sponsored by J&K Bank Ltd. The Bank's servers are co-hosted at sponsor bank's Data Centre in Noida and DR Site in Mumbai. Bank is using ATM Switch hosted by M/s FIS at Mumbai.

This Request for Proposal (RFP) is being issued by the Bank for selection of vendors for Procuring, Processing of Rupay Cards, and Personalization (embossing/indenting or any other method approved by Schemes) of EMV Contact Cards /Dual Interface Cards, and dispatch there of along with related services viz, management, Help Desk activity, MIS, key exchange etc.

2. Introduction

Invitation to Bid

J&K Grameen Bank invites sealed tender offers for Selection of Debit Card Vendor in accordance with the scope set out in the tender document. This tender may be downloaded by the bidders from the Tenders section on the bank's corporate website.

Procurement Summary Sheet

RFP Reference No.	RFP No. JKGB/DAC/RFP/CARDS/2022-3128
Date of tender publication/uploading	
Tender Fee	INR 5,000/- Only
EMD (Earnest Money Deposit)	INR 5,00,000/- Only
Last Date for Pre Bid clarifications/meeting	Feb 15,2022 at 3:00PM at Head Office Jammu
Last Date & Time for Receipt of Technical & Commercial Offers	Feb 28,2022 at 2:00PM at Head Office Jammu
Date & Time of Opening of Technical Offer	Feb 28,2022 at 3:00PM at Head Office Jammu
Date & Time of Opening of Commercial Offer	Shall be announced later to technically qualified bidders
Address of Communication	Office of General Manager, J&K Grameen Bank Head office, Narwal Jammu- 180 006
Email ID	dac.hoj@jkgb.in , dacall@jkgb.in
Web Site Details	www.jkgb.in

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

The Bank reserves the right to reject any or all offers without assigning any reason. Earnest Money Deposit must accompany all tender offers as specified in this tender document and it should be handed over to the bank in a separate cover.

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

Technical Specifications, Terms and Conditions and various formats and pro forma for

submitting the tender offer are described in the tender document.

3. Instructions to Bidders

The Bidder is expected to have read and examined all the instructions, forms, terms and specifications in the Request for Proposal Document with full understanding of its implications. Failure to furnish all information required in the Request for Proposal Document or submission of a bid not substantially responsive to the Request for Proposal Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid.

The Bidders are advised to strictly adhere to the proforma provided for that purpose in this document. Any deviation in this matter will lead to disqualification of the Proposal.

3.5 DEFINITIONS, ACRONYMS & ABBREVIATIONS

The following definitions and acronyms shall govern for the respective terms as hereinafter mentioned in this document:

Bank/JKGB	J&K Grameen Bank Head Office, Near Fruit Complex, Narwal, Jammu – 180006 www.jkgb.in
Bidder	The prospective vendor who has duly submitted response to this Request for Proposal Document and intends to offer the goods and services mentioned in it.
Original Equipment Manufacturer (OEM)	Original equipment manufacturer in case of hardware and original developer in case of software.
ASP	Application Service Provider - the third party Vendor who owns, manages and distributes software based switch services and solutions to various banks on pay per use/rental basis.
ATM Switch	Switching Solution along with the Card Management System for ATM.
CBS	Core Banking Solution.
DRC	Disaster Recovery Centre.
Enterprise License	Acquiring Software Solution on 'Ownership Basis' without any restriction on number of Users/Transactions etc.
IIN	Issuer Identification Number allotted by NPCI to uniquely identify a Card Issuer Bank in an international interchange environment. All IINs assigned are six digit numbers and are the first six digits of a card.

Inter-operability	Technical compatibility between different systems.
NFS	National Financial Switch -The transaction routing facility & clearing platform maintained by NPCI for all ATM and select PoS/μATM based transactions in the country.
NPCI	National Payments Corporation of India - the umbrella organization of all retail payment systems in India is set up by the banks in India with the support and guidance from RBI and Indian Banks' Association. It has been mandated to build central infrastructure for payment systems like ATM Switching, Mobile Payments, Cheque Truncation System, PoS Switching, 24*7 remittance system and Financial Inclusion transactions. It has also a mandate to build a domestic card payment scheme, RuPay.
Online	Exchange of Data between different processing systems directly without any intervention.
Ownership Basis	Software Solution acquired from the Software Company for own use.
PIN	Personal Identification Number - A numeric code which the cardholder has to enter for verification of identity for conducting an electronic transaction. It is deemed equivalent of signature and hence it must not be disclosed by the cardholder to anyone.
PSS Act	Payment and Settlement Systems Act, 2007 of RBI.
SMS Platform	Single Message System - Messages between the acquirer and the issuer to <ul style="list-style-type: none"> (a) Authorize a financial transaction (b) Post a financial transaction to a cardholder's account.
AMC	Annual Maintenance Charges.
EMD	Earnest Money Deposit.
IPR	Intellectual Property Rights.
ISO	International Organization for Standardization.
IT	Information Technology.
LOA	Letter of Acceptance.
RFP	Request for Proposal.
SRS	Software Requirements Specification.
GST	Goods and Service Tax.
DES	Data Encryption Standard.

3.6 COST OF THE REQUEST FOR PROPOSAL DOCUMENT

The Bidder shall deposit ₹ 5,000/- only (Rupees Five Thousand Only) being the cost of the RFP Document. It can be done by way online payment option for RFP on J&K Grameen Bank website (www.jkqb.in) or by Demand Draft from any scheduled commercial bank favouring Chairman, J&K Grameen Bank payable at Jammu.

It is an absolute must that the cost of RFP Document is paid as directed; otherwise, the offer shall stand summarily rejected and no correspondence in this matter shall be entertained.

3.7 SCHEDULE OF REQUEST FOR PROPOSAL

3.7.1 Request for Proposal Documents can be downloaded from the Bank's website www.jkqb.in starting from Jan 31, 2022. The Request for Proposal Document cost needs to be paid along with the bid.

3.7.2 A pre bid conference with the Bidders is scheduled to be held at 15:00 hrs on 15th Feb. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised upto that stage related with the terms and conditions of this Request for Proposal. A maximum of 2 (two) representatives of each prospective Bidder will be permitted to attend it.

The address for the above activity (3.7.2) is:

J&K Grameen Bank
Head Office, Near Fruit Complex,
Narwal, Jammu – 180006

3.7.3 The sealed bids will be accepted till 14.00hrs on 28th Feb, 2022. The Bank may at its sole discretion extend the bid submission date. The modified target date & time will be notified on the website of the Bank.

3.7.4 The date and time for opening of Technical bids shall be 28th Feb, at 15:00 hrs The Bidder(s) or their authorized representatives may be present if they so desire.

3.7.5 The Commercial Bids of only technically qualified Bidder(s) will be opened at the date announced later to technically qualified bidders. The Bidder(s) who have been declared eligible after evaluation of the technical bids or their authorized representatives may be present if they so desire.

The address for the above activities is:

J&K Grameen Bank
Head Office, Near Fruit Complex,
Narwal, Jammu – 180006

3.8 PROCEDURE FOR SUBMISSION OF BIDS

3.8.1 It is proposed to have a two cover system for this Request for Proposal.

- i. Technical Proposal including Covering Letter, Cost of RFP Document and Earnest Money Deposit.
- ii. Commercial Bid.

Please note that Rates should not be indicated in the Technical Bid. Only Commercial Bid should indicate

rates. All the documents viz. Covering Letter, Cost of RFP Document, Technical Bid and Commercial Bid and Earnest Money Deposit prepared and sealed as hereinafter directed are to be kept in a single sealed cover super-scribed with the words **“Proposal for Debit Card (JKGB/DAC/RFP/CARDS/2022-3128), dated 31st Jan 2022”**.

The cover thus prepared should also indicate clearly the name, address and phone number of the Bidder, to enable the Bid to be returned unopened in case it is received after the specified date and time.

The Bid shall be in the prescribed format and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract.

All pages of the bid except un-amended printed literature shall be initiated by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person(s) signing the bid.

The Bids prepared by the Bidders shall thus comprise of following components:

- i. Technical Bid, as directed below kept in a sealed cover super-scribed **“Technical Proposal for Debit Card (JKGB/DAC/RFP/CARDS/2022-3128), dated 31st Jan 2022”**. This shall also include Covering Letter neatly typed on the letterhead of the Bidder, duly signed by the authorized signatory, receipt of payment for cost of RFP Document and Earnest money deposit.
- ii. Commercial Bid, as directed below in Section 3.8.3 and kept in a sealed cover super-scribed **“Commercial Proposal for Debit Card (JKGB/DAC/RFP/CARDS/2022-3128), dated 31st Jan 2022”** shall be neatly typed on letterhead of bidder and duly signed by the authorized signatory.

3.8.2 Technical Proposal and EMD:

- i. Bid Covering Letter neatly typed and duly signed by the authorized signatory on the Bidder’s letter head.
- ii. Online receipt of RFP Cost of ₹ 5,000/- only (Rupees Five Thousand Only) paid at J&K Grameen website/ or by Demand Draft from any scheduled commercial bank favouring Chairman, J&K Grameen Bank payable at Jammu.
- iii. The Technical Proposal should be submitted in bound form and all pages continuously and serially numbered in one lot as one document. Brochures/leaflets etc. should be submitted in the bound document and not in a loose form. Bidders must ensure that all the documents are sealed and signed by authorized signatory.
- iv. Technical Bid neatly typed on the letterhead of the Bidder, duly filled in, signed and complete in all respects including annexure for detailed specifications of equipment etc. as directed. The bids shall inter alia include detailed technical specifications of all the equipment/components in brochure or written form. These brochures shall be used for technical evaluation of the bids and in their absence, the bids may not be evaluated.
- v. Earnest Money Deposit(Bid security) of ₹ 5,00,000/- only (Rupees Five Lakh Only) by way of Bank Guarantee valid for 180 days from the last date of submission of bid and should be submitted along with the Request for Proposal. Offers made without EMD will be summarily rejected. If the successful Vendor fails to provide the solution/equipment ordered within the stipulated time schedule or by the date extended by the Bank, the same shall be treated as a breach of contract. In such case, the Bank may invoke the Bank Guarantee/ EMD without any notice. Bids without requisite Earnest Money shall be summarily rejected.

- vi. All the annexures as per the RFP
- vii. The Technical Bid submitted in response to this Request for Proposal Document along with the supporting material, will become the property of the Bank.
- viii. Unsuccessful Bidders' bid security will be returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Bank.
- ix. The successful Bidder's bid security will be discharged upon the Bidder accepting the purchase order and furnishing the Performance bank Guarantee.
- x. The bid security may be forfeited:
 - a) if a Bidder withdraws its bid during the period of bid validity;
OR
 - b) if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/ or misleading at any time and/ or conceals or suppresses material information;
OR
 - c) in case of the successful Bidder, if the Bidder fails to sign the agreement.
- xi. The bidders are required to submit the technical bid document which should contain all the documents as mentioned below:
 - a) Duly filled Annexure – II – Conformity Letter
 - b) Duly filled Annexure – III - Technical Criteria Compliance
 - c) Duly filled Annexure IV – Technical Criteria Compliance
 - d) Documents mentioned in Annexure IV – Technical Criteria Compliance.
 - e) Duly filled Annexure V – Letter of Indemnity
 - Annexure VI – Bidder Details
 - Duly filled covering letter per Annexure VII – Bidder Response Cover Letter
 - 1 compact disk (CD) containing the soft copy of technical proposal
 - Delivery Schedule Plan
 - Detailed Work Plan (Project Plan) for all the activities mentioned in Scope of Work. A PERT chart providing the delivery plan and scheduled date of commencement of delivery and completion of the delivery should also be provided
 - Duly filled in Annexure XI – Power of Attorney for signing of application
- 3.8.3 Commercial Bid:
The Commercial Bid should give all relevant price information as per Performa 6.1 and should not contradict the Technical Bid in any manner.
Technical and Commercial Bids must be submitted separately, in different envelopes. It may be noted that if any envelope is found to contain both technical and commercial bids, such offer will be rejected. The bidder shall submit the commercial bid as per the format given in Annexure I– Commercial Bid Format. The Commercial Offer should give all relevant price information as per Annexure I –Commercial Bid Format and should not contradict the Technical Offer in any manner.
- 3.8.4 COSTS INCURRED WITH BIDDING
The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the Bank and the Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

3.8.5 CLARIFICATION OF REQUEST FOR PROPOSAL DOCUMENT

- a) The prospective bidders may like to attend a pre-bid meeting to be held at 15:00 hrs on 13th Feb,2022 at J&K Grameen Bank, Head Office, Narwal, Jammu – 180006. A maximum of 2 (two) representatives of each such bidder will be permitted to attend the pre-bid meeting. All the clarifications / modifications requested by the bidders should necessarily be submitted in writing latest by 15:00 hrs on 15th Feb,2022, to the Bank by way of email at mbank.it@jkgb.in / dacall@jkgb.in
- b) The purpose of this meeting is to clarify issues and to answer questions on any relevant matter that may be raised up to that stage.
- c) Any modification of the Request for Proposal Document, which may become necessary as a result of the Pre-bid Meeting, shall be made public by the Bank explicitly through corrigendum/addendum for Request for Proposal Document and the same shall be binding on all the Bidders irrespective of whether they attended the meeting or not.
- d) Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Bidder.

3.8.6 AMENDMENT IN REQUEST FOR PROPOSAL DOCUMENT

- a. At any time upto the last date of receipt of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Request for Proposal Document by an amendment.
- b. The amendment will be notified on the website of the Bank.
- c. In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the Bank may, at its discretion, extend the last date for the receipt of Bids.

3.8.7 LANGUAGE OF BIDS

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the Bank, shall be written in the English Language.

3.8.8 BID CURRENCY

The Prices in the bid document shall be denominated in INDIAN NATIONAL RUPEES only.

3.8.9 VALIDITY

Bids shall remain valid for 180 days from the last date of submission of bid. The Bidder(s) may be required to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the Bank in writing or by fax or email. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the Bidder to revise/modify the bid. The decision of the Bank in this regard will be final, conclusive and binding on the Bidder.

3.8.10 MODIFICATIONS & WITHDRAWAL

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to General Manager of the Bank to this effect. No Bidder shall be allowed to withdraw or modify the bid after the deadline for submission of bids.

4. Scope of Work

4.1 GENERAL NOTE

4.1.1. The bidders should enclose relevant printed or neatly typed detailed specification sheets of their offerings, which shall also be kept in mind at the time of evaluation of offers.

4.1.2 The given specifications may be met either in the same unit or in any combination of units.

4.1.3 The scope of work defined herein this RFP is indicative. The Bank reserves the right to modify the functional requirements at the time of actual implementation and rollout of the project. The bidder is supposed to implement, configure, operate and maintain the entire system and services as per the requirement and satisfaction of the Bank.

It is further clarified that the successful bidder is bound to undertake, include and provision the desired changes/features in the Debit Card as requested by bank till six months after go live date without any extra cost.

4.2 Details

The overall scope of work includes the following:

4.2.2 Obtaining approval of design and product from RuPay

4.2.3 Procurement

- a) Bank requires non personalized Rupay EMV Cards with Magstripe /Dual Interface cards for kcc, general saving & pmjdy customers and personalized Rupay EMV Cards with Magstripe /Dual Interface cards for saving account holders. Card Number should be embossed on the Card. Cards provided should work on the present ecosystem of ATM machines.
- b) Blank Plastic(Base Card) per specification approved for EMV chip cards and as required by the bank
- c) Paper for printing the Envelopes, Welcome Letter, User Guide, Card Pouches etc. for Welcome Kits
- d) Personalization of cards: This includes card embossing, magstripe encoding, and CVV number printing per RuPay approved specifications.
- e) Obtaining approval of design and product from card associations/NPCI/ /Others. After approval designing of cards through coral draw application will be done by vendor
- f) Supply of good quality durable PET-G with PVC blanks for EMV Dual interface with Mag Stripe cards as per design/ specifications approved by the Bank / NPCI. Printing, indenting, photo for cards to be done as per requirements
- g) Providing quality control checks and deemed resolutions at file level for name convention, Duplicate file, file format, Mandatory field check; at Record level -- Proper pin code, Account transfer cases and De-dup check, address check
- h) Sharing of card emboss file to Switch vendor in standard format through SFTP
- i) Selected service provider will ensure implementation and maintenance of mandates from **all regulatory bodies including associations** related to card industry and industry best practices and stringent data security related to services including under this RFP and should

have all certifications for all cards from RBI/NPCI/ etc. and other regulating and certifying bodies. Selected service provider will have to ensure uninterrupted services to the Bank and for the same must have appropriate Business Continuity/ backup plans. The selected service provider will have to migrate, if required the existing card data to the proposed solution without any service impact to the existing customers. Selected service provider will have to ensure compatibility of the systems, data formats, connectivity, etc. at all levels for successful implementation and functioning of the services.

- 4.2.4 **Printing of Welcome Kit:** This will include printing of Window Envelopes, Welcome Letters, User Guides, Card Pouches, etc. per specifications mentioned in this document and contents / design approved by the Bank for different schemes. It will also include printing of envelopes for dispatch of PIN mailers. PIN mailers will be printed by switch vendor, dispatched to the Bidder. Bidder will dispatch the complete kit to the Bank

Bidder should have an automated process of pasting the cards on the face of their corresponding Welcome Letter which ensures that the CVV number is not visible.

- 4.2.5 **Fulfilment:** This includes variable data printing on the welcome letter, card pasting on the welcome letter, insertion of welcome letter, user guide, card pouch, , sorting, packing in cartons with content list/s, PIN mailers dispatch and other activities associated with fulfilment.

- 4.2.6 **Dispatch:** The bidder would be responsible to co-ordinate with India Post or courier service selected by Bank to dispatch the cards to the regional offices/head offices or any other location as decided by the bank. The bidder will be responsible for the following:

- a) For Personalized Cards: Personalized Cards with PIN mailers will be dispatched to Branch Address
- b) For Non Personalized (Insta) Cards: Cards with the Welcome kit will be dispatched to the Bank's branches /Regional Offices & Centralized Processing Centre as directed by the Bank
- c) For re-issued cards: reissued Cards will be dispatched to Branch Address

- 4.2.7 **Return Management:** The bidder shall maintain a proper record of such returns with specific reasons and re-dispatch these cards / consignments after remedial measures are complied with, duly recorded, without any extra charge to the Bank. In all cases where reasons of return are attributed to the bidder, postage / courier charges shall also be borne by the bidder.

- a) The bidder should have the capability to maintain the records of the cards personalized and dispatched to various destinations / branches, including details of card serial number, postal receipt no., Proof of Delivery (POD)etc.
- b) The bidder should have the capability of informing the bank about the tracking details as soon as the debit card is dispatched.

- 4.2.8 **Packing:** The packing material and the way consignments are packed shall be to the Bank's satisfaction after observing a drop test and moisture test. The bidder shall ensure that the packing is done in the right way and with material which ensures compliance to the above mentioned two tests.

- 4.2.9 **Disposal of rejected cards:** Rejected cards should be destroyed by the bidder under camera surveillance and the Backup of the CCTV recording should be retained for a period of 6 months. A daily report on the rejected cards should be made available to the Bank.

- 4.2.10 **MIS** for all the cards produced, dispatch details, postal/courier returns, etc to be sent to the Bank as per approved format on a daily basis. Data storage of input files, dispatch details, etc for one year. Web-facility for query resolution /status of card /re- Card/ etc.

- 4.2.11 The Bidder will use HSMs to generate and store keys securely in encrypted format as per EMV guidelines.
- 4.2.12 Test checking of Quality of Cards Supplied to the Bank: The Bank would have the discretion of carrying out a random-sample test checking (Peel Test, Bend Test, Torsion Test, Corner bend Test and any other type of test related to card quality) of the cards being supplied to ascertain their quality. Test checking of Cards by the Bank may be carried out at the premises of the vendor or elsewhere, at any interval it deems fit, where the quality of the cards may be checked according to the international Test Methods specified under ISO / IEC 10373 -1/latest. In case the test checks fail on sample cards picked from the cards supplied to the Bank or in stock of the Bidder for use of the Bank , the bidder shall be responsible to replace the full batch of cards whether personalized / dispatched or in stock as blanks at its own costs within the shortest time period.
- 4.2.13 The bidder shall provide 5 sample cards of each variant which shall be used by the Bank for assessing the quality as per specifications laid out in the RFP.
- 4.2.14 As a service to the Bank, the bidder shall provide Card Management System services to take care of generation of required embosa files for card requests & duplicate card requests, and should also generate upload files to be uploaded into the FIS Debit Switch of the bank as per the required formats. The Bank and the Bidder shall utilize the Bank's/ Bidder's SFTP server for exchange of service requests batch files / revert files.
- 4.2.15 **SFTP or any other mode of secure communication** with digital signature/encryption & decryption for download and upload of customer data/Embossed data from ATM Switch Centre. Keys for encryption/Digital Signature should be securely kept and approved processes should be followed. Depending on the data volumes, leased line / ISDN should be provided to the Bank's data centre, and back up links from bidder approved by the Bank.
- 4.2.16 **Support to bank branches, CPC and corporate office**-bidder should have a Help Desk facility with adequate infrastructure to attend issues regarding despatch of cards with a dedicated number. Also an exclusive Helpdesk with adequate infrastructure matching the volume & with dedicated phone number shall be provided to attend any disputes/queries.
- 4.2.17 **Interface with switch vendor and compliances**
ATM vendor has to integrate with the existing switch vendor without any additional cost. Production of cards should as per all the existing NPCI & RBI guidelines. Any change in guidelines should be followed with no extra cost

5. Terms & Conditions of the RFP

This RFP is open to all companies both from within India and outside India, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding and who fulfill the minimum qualification criteria as hereinafter laid down.

In case of consortiums, all the relevant qualifying criteria must be met simultaneously. Documentary evidence in support of all the above eligibility criteria should be furnished with the technical bid in the given order.

5.1 ELIGIBILITY CRITERIA

S. No.	Criteria	Documents to be submitted
1	Bidder must have its own NPCI Certified Bureau/s within India with required infrastructure for Debit Card personalization (NCMC, EMV Chip & Magstripe) conforming to all guidelines prescribed by NPCI, RBI & other regulatory organisation for the said purpose. The certificate should be valid at the date of submission of bids.	Certificate from RuPay
2	The bidder should preferably have his own base card production facility located in India or should have proper arrangements with suppliers to ensure card production/procurement	Proof of production activities carried out and /or documents regarding arrangement with suppliers with documents showing dates of placing orders and actual delivery.
3	The bidder should have a Profit during the last two financial years and have an overall turnover of at least Rs 10 crore in either of the last 2 financial years	Audited financial statements. (Bidder can submit unaudited statement for last year, but then should meet criteria for previous two last years)
4	The bidder must have been in the business of manufacturing plastics or personalization of payment cards including EMV cards for at least 2 years in India	Certificate of Incorporation / Registration
5	The bidder must have provided card plastic supply and personalization services for at least 2 Scheduled Commercial /RRB banks in India	Certificates / Purchase order from clients / System Integrator
6	The bidder should not have been blacklisted by any Scheduled Commercial Bank/RRB during the last 3 years	Self-declaration
7	The bidder should have sufficient capacity for supply of Welcome Kits to cater to the Bank's requirements of 5000 Welcome Kits per day. However, the Bank would use and exhaust existing stock of Welcome Kits before placing on fresh orders.	Self-declaration
8	The bidder should have internal control and audit measures in place.	Copy of latest Audit Report.
9	The bidder should have ISO / security certification	ISO/IEC 7816 certificate
10	The systems offered should not violate any Intellectual Property Rights.	Self-declaration
11	Bidder should have processed and supplied more than 5 lakh Visa / MasterCard /RuPay Magstripe /EMV card plastics for banks during the last 2	Purchase Orders from clients

	financial years in India	
12	The bidder should be in the business of end- to-end card management in India	Self-declaration
13	The bidder should have Disaster Recovery and Business Continuity Plan.	Self-declaration
14	Bidder should have experience and capacity for supply, processing and personalizing various types of debit and credit cards e.g. NCMC Cards, EMV compliant chip based cards, magnetic stripe based cards, chip cum magnetic stripe based cards, embossed, non-embossed, photo cards, travel cards, prepaid cards, dual interface cards including NFC enabled dual interface cards, image cards etc.	Self-certifications with details of experience and capacity to be provided

5.2 GENERAL CONDITIONS

- 5.2.1 Minimum validity of the Proposal must be 180 days from the last date of submission of bid.
- 5.2.2 The Bank reserves the right, not an obligation, to carry out the capability assessment of the Bidder(s) and pre dispatch inspections at the cost of the Bidder. This right inter alia includes seeking technical demonstrations, presentations and live site visits.
- 5.2.3 The Bank reserves its absolute right to seek any clarifications from the respective Bidder(s).
- 5.2.4 The Bank will neither provide nor shall pay any charges for boarding, lodging and transportation facilities for the Bidder(s) or their Representative.
- 5.2.5 The products / services offered should strictly conform to the specifications and also as per Guidelines of Reserve Bank of India and National Payment Corporation of India.
- 5.2.6 The models proposed/marked for withdrawal from the market or models under quality testing should not be offered.
- 5.2.7 Solution offered should be capable of being fully integrated with the existing network of the Bank immediately on installation.
- 5.2.8 The Bidder(s) are required not to impose their own terms and conditions to the bid and if submitted, it will not be considered as forming part of their bids. The decision of the Bank shall be final, conclusive and binding on the Bidder(s).
- 5.2.9 It is implicit that the Bidder has guaranteed that all the equipment/solution/cards supplied is original & new including all its components and as per the technical specifications.
- 5.2.10 The Bidder should cooperate with Bank(s) or any other agency which has been entrusted with or involved in the work of providing and managing other components of the CBS project of the Bank(s).
- 5.2.11 To ensure efficient and effective rollout of the project as well as to ensure smooth operations of the complete system during the entire project life, the prospective Bidders will be required to work in collaboration from the beginning of the project with any agency involved in the implementation of the CBS , ATM or any other automation project in the Bank.
- 5.2.12 Bidding by consortia is permissible but all of the consortium members shall be jointly as well as severally be responsible for the execution of the project. In such cases the Bid must be signed by the lead partner and consortium agreement must be enclosed with the technical bid.

5.3 BANKS'S RIGHT TO REJECT ANY/ALL BIDS

- 5.3.1 The Bank reserves the right to accept or reject any bid partially or fully or to annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason, thereby incurring no liability to the affected Bidder(s). The Bank is under no obligation to inform the affected Bidder(s) of the ground for its action.
- 5.3.2 The Bank reserves the right to accept or reject any technology proposed by the Bidder(s).
- 5.3.3 The Bank reserves the right to re-issue the Request for Proposal or any part thereof without assigning any reason whatsoever, at the sole discretion of the Bank.
- 5.3.4 The Bank reserves the right to issue Purchase Order in phases or to alter the quantities specified in the offer. The Bank also reserves the right to delete one or more items from the list of items specified in offer. In case of purchase order in phases, Quantity or lot of cards in
- 5.3.5 The Bank(s) reserves right to give minor deviations, as specified by the bidder in technical deviation sheet, to any or all of the Bidder(s) in the techno-commercial specifications of bid. Any decision of the Bank(s) in this regard shall be final and shall be binding on the Bidder.
- 5.3.6 Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder(s).
- 5.4 BID REJECTION CRITERIA**
- The bid(s) will be rejected in case of any one or more of the following conditions:
- 5.4.1 Bids which are not substantially responsive to the Request for Proposal Document.
- 5.4.2 Bids not made in compliance with the procedure mentioned in this document or not substantively responsive.
- 5.4.3 Failure on part of the Bidder to provide appropriate information as required in the bid Proposal or any additional information as requested by the Bank, including any supporting document.
- 5.4.4 Incomplete or conditional bids or bids that do not fulfill all or any of the conditions as specified in this document.
- 5.4.5 Bids without earnest money deposit.
- 5.4.6 The submission of more than one bid under different names by one Bidder. If the same is found at any stage, all the bids by that bidder will be rejected.
- 5.4.7 Material inconsistencies in the information submitted.
- 5.4.8 Misrepresentations in the bid Proposal or any supporting documentation.
- 5.4.9 Bid Proposal received after the last date and time specified in this document.
- 5.4.10 Bids found in unsealed cover, unsigned bids, bids signed by unauthorized person and unsigned corrections in the bids.
- 5.4.11 Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person(s) signing the bid.
- 5.4.12 In case the selected Bidder declines to make commercially reasonable efforts to work in collaboration with the Agency employed by the Bank(s) for the project management during execution and system maintenance thereafter.

5.5 BID EVALUATION PROCESS

The Bank will scrutinize the offers received to determine whether they are complete and per tender requirement, and also whether technical documentation as asked for and is required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are quoted per the requirements etc. The Bank may, at its discretion, waive any minor non-conformities or any minor irregularity in the offer. This shall be binding on all bidders and the Bank reserves the right for such waivers.

5.5.1 *The Evaluation will be a two-stage process:*

5.5.1.1 Pre-Qualification Scrutiny cum Technical Evaluation - (Mandatory to be met by the bidders)

5.5.1.2 Commercial Evaluation

5.5.2 *Pre-Qualification Scrutiny:*

- 5.5.2.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed and stamped, and the Bids are generally in order.
- 5.5.2.2 The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- 5.5.2.3 The Bank will first examine whether the Bid and the Bidder is eligible in terms of Eligibility Criteria. The bids not meeting the Minimum Eligibility Criteria shall not be considered for further evaluation. Prior to technical 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 without material deviations.
- 5.5.2.4 Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation.
- 5.5.2.5 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 5.5.2.6 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 5.5.2.7 To assist in the scrutiny, evaluation and comparison of offers/bids, The Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of The Bank in this regard shall be final, conclusive and binding on the Bidder.
- 5.5.2.8 The bidder shall notify The Bank in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. The Bank reserves rights to accept such arrangement or reject the Proposal outright. Proof of such contracts should be submitted to The Bank.

5.5.3 *Technical Evaluation*

The selection of the bidders shall be based on Quality cum Cost Based Selection (QCBS) Methodology i.e. the aggregate scores of the prequalification and technical bid (60% weightage) and Commercial bids (40% weightage).

The percentage weights that shall be assigned to different modules in case of Technical evaluation are as under:

Sr. No.	Module	Weightage
1.	Product demo and presentation to ascertain the Application features in-line with the requirements specified in this RFP including Card Management support Technical readiness towards scalability, redundancy and business continuity including application's regular updation process. Organizational structure of the bidder including technical and operational support capabilities, roadmap for enhancement of product features and user experience Availability of support, service and competence for smooth operations of the system	30
2.	Capability of the solution to interface with bank's core banking system, switch and related 3rd party applications etc.	10
3.	Client List/Reference calls/letters: To assess the performance and support extended by the company to their other installations. The evaluation would be based on the letters received/calls made from/to the competent authorities of banks/financial institutions and the information gathered by the evaluation team during calls/site visits to the installation sites.	30

5.5.4 The evaluation will also take into account:

- The product' to be supplied/ services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
- Does the proposed product/service handle the projected volumes and offers a proven solution to meet the requirements?
- Is the product/services offered by the Bidder a complete system or does it have integrations with third party solutions.
- Upgrade(s) assurance by the Bidder as per requirements of "The Bank" for the duration of the project.
- Capability of the proposed product/service to meet future requirements outlined in the RFP.
- Support on open platforms and product based on latest technology (both hardware, operating software/firmware).
- Bidder support facilities: Support requirement like online support/ email support/ offline support, time period.
- 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.

$$\text{Technical Marks} = (\text{Minimum Technical quote} / \text{Technical Quote}) \times 100$$

5.5.4 Commercial and Final Bid Evaluation

The Commercial Quote will be adjudged on the basis of lowest blended quote per card

The bidders are required to provide quotes for cards including personalized & non personalized cards. Personalized cards are to be provided for only general saving. Cost quoted for non personalized cards across General saving, PMJDY and KCC should be same. Quotation is based on the projection of card requirement for next 3 years.. Bank is currently using only Rupay cards and the quotation should be based on production of Rupay cards only. Price quoted shall be valid for the period of 5 years from the date of signing of the Contract

by the Bidder with the Bank. The agreement will be for 3 years with Banks discretion to extend for further 2 years by Year on Year basis. The estimated requirement is an indicative and may be increased/decreased as per the business requirements of the Bank.

Table 1

Number of Non Personalized cards (new/reissued)for 6 lakh cards	No. of cards	per card cost	Total cost
1) EMV			
2) Dual Interface			
TOTAL			(a)

Table 2

Number of personalized cards for 4.5 thousand	No. of cards	per card cost	Total cost
1) EMV			
2) Dual Interface			
TOTAL			(b)

*Per card cost Cost includes Blank Card, Welcome letter and Automated pasting of Cards on the welcome letter, Embossing of Card Number, Cost of Stationery for card KIT i.e. (viz. Welcome letter, Pouch, up to one A4 sheet User Guide, Window Envelope, Plastic Envelope etc.) Stationery for Blank and related stationery, Packing and dispatch of Cards, Packing & dispatch of Welcome kit

Table 3

Particulars	Total cost (c)
Other Ancillary Services (Maintenance of record, Providing MIS as per requirement of bank, handling returned Cards, address label printing, report printing etc.)	

Commercial quotes shall be evaluated as per the following procedure: -

Financial quote = a+b+c

****no extra cost will be borne by Bank other than Financial quote**

Financial Marks = (Minimum Financial quote / Financial Quote) X 100

Where

Financial Marks = Normalized financial marks of the bidder under consideration.

Financial Quote = Evaluated cost of bidder under consideration

Minimum Financial quote = Minimum evaluated cost of any bidder

Final Bid Evaluation

Final score for Evaluation of bids shall be worked out as under:

Final Scores = (0.6 x Technical Marks) + (0.4 x Financial Marks)

Where

Final Scores = Overall evaluated marks (score) of Bidder under consideration

Technical Marks = Technical marks (score) for the Bidder under consideration

Financial Marks = Normalized financial marks (score) of the Bidder under consideration

The Bidder scoring Maximum Final Score will be awarded the contract and called for final negotiation.

5.5.5 NEGOTIATIONS

It is absolutely essential for the bidder to quote the lowest price at the time of making the offer in their own interest, as the Bank will not enter into any price negotiations, except with the bidder scoring maximum Final Score.

5.6 RESPONSIBILITIES OF THE BIDDER(S)

- 5.6.1 The selected Bidder shall implement, undertake and complete the project as per the scope of work, project plan and functional requirement of the Bank.
- 5.6.2 The Bidder must provide details of the support to be given to the Bank(s). If multiple Bidders or Consortiums are involved in provision of support, the same should be clearly stated along with the individual responsibilities. The Bidder, in this respect is responsible for: installation, customization, parameterization, implementation support, maintenance support, and testing.
- 5.6.3 The Bidder shall maintain the infrastructure for the implementation and operation of the project and allied services.

5.7 SCHEDULE OF PAYMENT

No payment will be made in advance for any supplies under this invitation for bid. The generic payment schedule with the finalized vendor shall be as follows.

- 5.7.1 Full payment of Card Management support will be paid post signing of SLA and on successful commissioning and satisfactory functioning of services in production environment.
- 5.7.2 Payment of cards will be made on a monthly basis only after submission of detailed invoices clearly marking out actual number of welcome kits dispatched as per bank's instructions. All the payments to the Successful bidder shall be subject to the performance/ delivery of the Services to the satisfaction of the bank for this purpose. Penalties / Liquidated damages, if any, shall be deducted from the

invoice value. There will be no advance payment made by the Bank to the bidder for any part of the services within the scope of work. The rates quoted by the bidder shall be firm throughout the period of the contract for the work assigned and discharge of all obligations under the present proposal/arrangement.

5.8 PERFORMANCE GUARANTEE

The Bank will require the selected Bidder to provide a Performance Bank Guarantee, within 30 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to the 20% of the total cost offered (TCO) issued by any reputed scheduled commercial bank in India. The Performance Guarantee should be valid for the term period plus 3 Months as claim Period. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee till the completion of the agreement period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, The Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the agreement period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

5.9 TIME SCHEDULE

The successful bidder shall complete the implementation and customization of proposed solution within six months from effective date.

5.10 RATES

The rates quoted shall remain firm throughout the period of contract and shall not be subject to any upward modification whatsoever.

5.11 SLA AND PENALTIES

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

5.11.2 Initiating of the project/ new art-work

The bidder is expected to adhere to the following broad timelines:

- 1) The bidder will within a period of 4 weeks from the date of the signing of the contract and obtaining the purchase order must obtain approval of the bank and the card association regarding artwork and applications, arrange for test cards, complete all infrastructural requirements and begin acceptance testing
- 2) The delivery of plastics must begin in 15 days after the completion of acceptance testing

5.11.3 Delivery of debit card

The bidder will maintain a Turn Around Time (TAT) as detailed below:

- 1) Cards - 48 hours for dispatch of welcome kit
- 2) Urgent requirements of Cards - 24 hours (From the time the data file is received by the bidder).

The bidder will endeavour to provide cards with a shorter TAT and the same may be indicated in the Bid.

The overall period of complete cycle for receipt of Welcome Kits at branches or the Centralized Processing Centre as directed by the Bank should not exceed 12 days from the date of request.

5.11.4 Penalties

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

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

Penalties may be in the nature of liquidated damages, withholding of payments or invocation of the Performance Bank Guarantee.

The successful bidder shall remain responsible for the quality of plastic. In case the cards start providing problems due to the plastic quality of card, the entire lots of cards shall be rejected and no payment shall be made to the supplier on this account and suitable penalties as below may also be believed

Table 8: Penalties

Item	Penalty
Non production of proof of dispatch within 48 hrs from submission of Card File generated	<p>The bidder shall be charged penalty for not adhering to the TAT at the rate of Re. 1.00 per day per card not produced subject to a cap of 50% of previous month bill.</p> <p>Penalties will not be levied for TAT if there is a spurt in the number of cards to be issued by more than 15% of the daily average of the previous month.</p> <p>All the penalties for non-compliance would be limited to a maximum of 10% of the value of order</p>
Return of a consignment for illegible address	Re-sending the consignment by the bidder without any cost to the bank.

Item	Penalty
Return of a consignment in broken condition for poor packaging.	Re-sending the consignment by the bidder without any cost to the bank.
Delay in beginning the delivery of plastics	If attributable to the bidder – will result in liquidated damages at 1% of the order value per week, subject to a cap of 10% of the total order value. The delay in getting approval, if attributable to RuPay will not be taken into account and the bidder will not be penalized for the same.

- 5.11.5 Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations or deviates from SLA
- 5.11.6 However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to successful bidder. The decision of the Bank in this regard shall be final, conclusive and binding.
- 5.11.7 As per Law, GST will be charged @18% on LD charges and the same will be recovered from The Bidder.

5.12 TERMINATION OF CONTRACT

For Convenience:

BANK by written notice sent to the selected Bidder may terminate the contract in whole or in part at any time for its convenience giving Three months prior notice. The notice of termination shall specify that the termination is for convenience stipulating the extent to which performance of the Selected Bidder under the contract is terminated and the date upon which such termination become effective.

For Insolvency:

BANK may at any time terminate the contract by giving written notice to the selected Bidder, if the selected bidder becomes bankrupt or insolvent.

For Non-performance

BANK reserves its right to terminate the contract in the event the selected bidder repeatedly fails to maintain the service levels prescribed by BANK in scope of work.

In the event of termination, termination will be without compensation to the selected bidder provided that such termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to BANK.

5.13 TAXES AND DUTIES

The Bidder shall be solely responsible for the payment of all taxes. The prices payable by the Bank are exclusive of all the Taxes, Statuary levies, Octroi & Entry Tax etc. All applicable Taxes including GST, levies, if any, will be paid by the Bank as per actual.

5.14 INDEMNITY

- 5.14.1 The Bidder(s) shall indemnify the Bank against all third party claims of infringement of Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the Goods, or any part thereof in India.
- 5.14.2 The Bidder(s) shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

- 5.14.3 The Bidder(s) 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, the Bidder(s) shall be fully responsible therefore, including all expenses and court and legal fees.
- 5.14.4 The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

5.15 CONFIDENTIALITY

- 5.15.1 The Bidder shall not, and without the Bank's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.15.2 The Bidder shall not without the Bank's prior written consent, make use of any document or information.
- 5.15.3 Any document other than the contract itself shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Bidder's performance under the contract if so required by the Bank.

5.16 CONFLICT OF INTEREST

Absence of, actual or potential conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with JKGB needs to be meticulously ensured. Additionally, they shall proactively disclose and address all potential elements, which would adversely affect their ability to complete the requirements as given in the RFP.

5.17 Termination

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

5.18 FORCE MAJEURE DURING THE PENDENCY

During the pendency of the contract if the performance in whole or part thereof by either party is prevented/delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after the restoration of normalcy.

5.19 OTHER CONDITIONS

If some latest technology or equivalent is introduced the Bidder is duty bound to offer their Proposal

on mutually agreed rates on similar terms and conditions during the pendency of the agreement/contract.

5.20 ARBITRATION

In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party and such arbitrators shall appoint an umpire before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

The Courts in Jammu alone shall have jurisdiction over such arbitration proceedings.

The award of the Arbitration shall be final, conclusive and binding upon the Parties hereto as an award of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. Such award shall be filed in any competent Court in Jammu.

Each Party will bear the expenses/costs incurred by it in appointing the Arbitrator. However, the cost of appointing the Umpire shall be borne equally by both the Parties.”

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

5.21 APPLICABLE LAWS & JURISDICTION OF COURTS

All matters and disputes arising hereunder shall be governed in accordance with the Laws of India read with local laws of UT of Jammu & Kashmir and will be subject to the exclusive jurisdiction of Courts in Jammu.

5.22 **Contract validity period**

The contract shall be valid for a period of 3 years with the clause to extend service for further 2 years at same quoted price at discretion of Bank only.

5.23 **Personalization of Cards**

The necessary information required for personalization will be provided by the bank. The bidder has to personalize the cards and welcome kit and hand over to the post office identified by the Bank for delivery to the customer address.

After personalization of cards, the bidder must have a mechanism in place to ensure that the embossing files is duly deleted immediately and send a confirmation over email to the bank accordingly.

5.24 **Earnest Money Deposit**

The bidder shall furnish, as part of its Technical Bid, earnest money deposit of Rs. 5,00,000 as mentioned in the ‘Invitation to Bid’.

The earnest money deposit shall be denominated in Indian Rupees only and shall be in the form of a DD/Bank Guarantee favoring ‘J&K Grameen Bank’ by a Scheduled Commercial Bank located in India having validity period of 6 months. Any bid not secured in accordance with the above will be rejected by the Bank as non- responsive.

The EMD may be forfeited:

- a. If the bidder withdraws its bid during the period of bid validity specified by the bidder
OR
- b. In case of the successful bidder, if the bidder fails:
 - i. To sign the contract
 - ii. To furnish performance bank guarantee

Earnest Money Deposit of all bidders, except successful bidders, shall be refunded on declaration of successful bidders by obtaining claim letter from the bidders. In case of successful bidders the same shall be refunded upon furnishing of the performance bank guarantee.

5.25 Period of validity of bids

The process of bid evaluation, approval and subsequent activities may be assumed to take a reasonable amount of time. Therefore, the bids shall remain valid for 6 months after the date of opening of commercial bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

6 Annexure

6.1 Annexure I – Commercial Bid Format (To be submitted in this format only)

This bill of material must be attached in Commercial Bid.

The bidder must take care in filling price information in the commercial version, to ensure that there are no typographical or arithmetic errors. All fields must be filled correctly.

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

The bidder is required to mention the values without including any e tax component. The details of the service tax component needs to be mentioned separately at the bottom of the table.

Debit cards (excluding GST)

		Per unit	Total
1	Cost of Non Personalized cards (new/reissued) 1) EMV 2) Dual Interface		
2	Cost of personalized cards (new/reissued) 3) EMV 4) Dual Interface		
3	Other Ancillary Services (Maintenance of record, Providing MIS as per requirement of bank, handling returned Cards, address label printing, report printing etc.)		
4	Grand Total excluding Tax		
5	Cost including GST		

*Per card cost Cost includes Blank Card, Welcome letter and automated pasting of Cards on the welcome letter, Cost of Stationery for card KIT i.e. (viz. Welcome letter, Pouch, up to one A4 sheet User Guide, Window Envelope, Plastic Envelope etc.) and related stationery, Packing and dispatch of Cards, PIN Mailers, Packing & dispatch of Welcome kit

* Arranging dispatch of card and collateral through Post Office /Couriers directly to the customer address/Bank Branch. Postal / Courier Charges shall be borne by the Bank.

** Bank will not be liable for any other charges other than mentioned in commercial offer.

*** Bank's order for cards can be higher or lower than the expected volume mentioned in the RFP. Bidder will have to provide cards at the finalized per card cost basis without any further liability on Bank

6.2 Annexure – II – Conformity Letter

(To be submitted on company letter head)

General Manager,

J&K Grameen Bank

Head Office, Narwal, Jammu – 180006.

Sir,

Sub: - Response to the J&K Grameen Bank for Selection of Debit Card Vendor for J&K Grameen Bank .

Further to our proposal dated DD.MM.YYYY, in response to the RFP document (hereafter referred to as “RFP DOCUMENT”) issued by J&K Grameen Bank (“Bank”) we hereby warrant and confirm that:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addenda and other documents including the changes made to the original documents issued by the bank shall form a valid and binding part of the aforesaid RFP document.

The bank is not bound by any other extraneous matters or deviations, even if mentioned by us else where either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the bank’s decision not to accept any such extraneous conditions and deviations will be final and binding onus.

Yours faithfully

Authorised Signatory Designation
Bidder’s corporate name

6.3 Annexure III– Technical Criteria Compliance

S. No.	Criteria	Documents to be submitted	Complied with (Yes / No)
1	The bidder should be an approved vendor for RuPay, card personalization for both magstripe & EMV chip cards	Certificate from RuPay	
2	The bidder should preferably have his own base card production facility located in India or should have proper arrangements with suppliers to ensure card production/ procurement	Proof of production activities carried out and /or documents regarding arrangement with suppliers with documents showing dates of placing orders and actual delivery.	
3	The bidder should have a Profit during the last two financial years and have an overall turnover of at least Rs 10 crore in either of the last 2 financial years	Audited financial statements. (Bidder can submit unaudited statement for last year , but then should meet criteria for previous two last years)	
4	The bidder must have been in the business of manufacturing plastics or personalization of payment cards including EMV cards for at least 2 year in India	Certificate of Incorporation / Registration	
5	The bidder must have provided card plastic supply and personalization services for at least 2 Scheduled Commercial /RRB/private banks in India	Certificates / Purchase order from clients / System Integrator	
6	The bidder should not have been blacklisted by any Scheduled Commercial Bank/RRB during the last 3years	Self-declaration	
7	The bidder should have sufficient capacity for supply of Welcome Kits to cater to the Bank's requirements of 5000 Welcome Kits per day. However, the Bank would use and exhaust existing stock of Welcome Kits before placing on fresh orders..	Self-declaration	

8	The bidder should have internal control and audit measures in place.	Copy of latest Audit Report.	
9	The bidder should have ISO / security certification	ISO/IEC 7816 certificate	
10	The systems offered should not violate any Intellectual Property Rights.	Self-declaration	
11	Bidder should have processed and supplied more than 5 lakh Visa / MasterCard / RuPay Magstripe/EMV card plastics for banks during the last 2 financial years in India	Purchase Orders from clients	
12	The bidder should be in the business of end-to-end card management in India	Self-declaration	
13	The bidder should have Disaster Recovery and Business Continuity Plan.	Self-declaration	

6.4 Annexure IV – Technical and Functional Specifications

Card Printing / Indenting

1. Artwork as per requirements. 4colours
2. Logo of RuPay
3. Cardnumber
4. Name ofcustomer
5. Expirydate
6. CVV number
7. Hologram(optional)
8. SignaturePanel
9. Contact Centre Number

Specifications for the cards and other collaterals:

1) EMV Chip & Card Specifications

- Compliant to ISO/IEC 7816 Standards or Higher
- Compliant to ISO/IEC 14443 Standards Type A / B or Higher
- Physical Card ID1 Format or Higher
- PET-G + PVC in the ratio of 60:40 or Higher
- Microprocessor based IC Card Minimum 32 KB EEPROM or Higher Minimum 8 bit CPU or Higher
- RAM 6 KB or Higher
- Secure Hardware Crypto Coprocessor RSA /ECC, 3DES/3KTDES, AES
- Common Criteria (EAL): EAL 5+ (hardware)
- Memory secure encryption for RAM, ROM and EEPROM.
- Counter Measures against side channel attacks (SPA & DPA)
- Write Endurance 300 000 cycles or higher
- Data Retention >10 years or Higher Operating Distance Minimum 4 mm
- Operating Contactless Frequency 13.56 MHz Unique ID for each chip
- Antenna: Insulated Copper wire embedded with thermal compression
- Support for NFC Readers
- OS should be hard masked on ROM Java 2.2.x or MULTOS 4.3 or higher
- Global Platform 2.1.x or MULTOS 4.3 or higher version
- EMV Authentications Methods Supported - DDA/ CDA
- Support for EMV financial applications using Chip and PIN:
- Card - PVC Material with 800 micron thickness
- Free User Memory : 8K FLASH
- Authentication method : DDA /CDA
- Communication Protocol : T=0 , T=1
- Certified Payment schemes
- Rupay - DPAS v1.1 T=0
- Secure Hardware Crypto Coprocessor
- Unique ID for each chip
- Desfire 4K

2) **Dual Interface Card (In addition to above specifications)**

- i. Compliant to ISO/IEC 7816 Standards
- ii. Physical Card ID1 Format
- iii. Card - PVC Material with 800 micron thickness

- iv. Free User Memory : 16K
- v. Authentication method : DDA /CDA
- vi. Platform should be Global Platform 2.1.1/MULTOS 4.3 or higher version
- vii. JAVA Card 2.2.2 / MULTOS 4.3
- viii. Compliance to ISO 14443
- ix. Communication Protocol : T=0 , T=1 , CL Type A , CL Type B ,
- x. Certified Payment schemes :
- xi. Minimum 8 bit CPU
- xii. Secure Hardware Crypto Coprocessor
- xiii. RSA /ECC, 3DES (with 2 unique keys)/3KTDES
- xiv. Write Endurance 300 000 cycles
- xv. Data Retention >10 years
- xvi. Unique ID for each chip /Random
- xvii. Support for EMV financial applications
- xviii. Mifare classic 1k/4k
- xx2. Common Criteria (EAL): EMVCo and CC(EAL5+)
- xx3. Memory secure encryption for RAM, ROM and EEPROM
- xxiv. Counter Measures against side channel attacks (SPA & DPA)
- xxv. Operating System should be hard masked on ROM or Flash based
- xxvi. Operating system should be Java 2.2.x or MULTOS 4.3 or higher
- xxvii. Operating system should be hard masked on ROM or flash based

Capability to support the RuPay based contactless cards as per the latest specifications issued by NPCI.

Note: The above specifications are indicative, and the bidders are required to match the latest specifications issued by NPCI and RBI/Regulatory guidelines.

2) CardPouch

Size: 6 cms x 9 cms (card size assumed 53.98mm x 85.60mm)

Quality: GSM 130 GSM/Coated/Laminated

3) Envelope

Size: 23 cms x 11.5 cms

Window size: 2 inch x 4 inch

Quality: 90 GSM/Coated/Laminated

The envelope must be fully laminated from inside (including window) with about 15 micron or better transparent sheet.

4) Brochure

Size: A4

Quality: Garda Pat 13 Kiara 90GSM

5) Welcome Letter

Size: 9 inch x 11.5 inch

Quality: 80 GSM Maplitho duly four colored printed on both sides

6) Letter for Terms &

Condition Size: A4

Quality: 70 GSM

Number of Pages: 3

6.5 Annexure V- Letter of Indemnity

General Manager,
J&K Grameen Bank
Head Office, Narwal, Jammu – 180006.

Sub: - Response to the J&K Grameen Bank for Selection of Debit Card Vendor for J&K Grameen Bank Limited.

We refer to our bid for your RFP document dated -----for Selection of Debit Card Vendor for J&K Grameen Bank Limited.

We, _____ (Bidder) hereby undertake to indemnify J&K Grameen Bank and agree to protect and hold the bank harm less against all claims, losses, costs, damages, expenses, actionsuitsandotherproceedingsresultingfrominfringementofanypatent, trademark, copyrights etc.

The bank undertakes to:

- (i) give prompt notice to the bidder concerning the existence of the indemnifiable event;
- (ii) grant authority to the bidder, if so decided by the Bank to defend or settle any related action or claim; and,
- (iii) Provide, at the bidder's expense, such information, cooperation and assistance to the bidder as may be reasonably necessary for the bidder to defend or settle the claim or action. Bank's failure to give notice shall not constitute a waiver of the bank's right to indemnification and shall affect the bidder's indemnification obligations only to the extent that the bidder's rights are materially prejudiced by such failure or delay.

Notwithstanding anything to the contrary set forth herein,

- (i) the bank may participate, at its own expense, in any defence and settlement directly or through counsel of its choice, and
- (ii) The bidder shall not enter into any settlement agreement on terms that would diminish the rights provided to the bank or increase the obligations assumed by the bank under this Agreement, without the prior written consent of the bank. If the bidder elects not to defend any claim, the bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the bidder, and shall be entitled to deduct from payments to the bidder such costs and expenses as may be incurred by the bank provided however should the amount payable to the bidder be insufficient to recover the expenses incurred by the bank, the bidder shall promptly reimburse the bank for all costs, expenses, settlement amounts and other damages.

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

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

Yours faithfully

(Authorized signatory and bidder's stamp)



J&K

Grameen Bank

Scheduled Bank

Empowering Empowerment

Scheduled Bank | A Government of India Undertaking
Head Office, Near Fruit Complex, Narwal, Jammu (J&K) – 180006



7051-510171, 7051-510172

email: dac.@jkqb.in

Sponsors



ग्रामीण बैंक

Full name and Designation of authorized signatory

6.6 Annexure VI – Bidder Details

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

General Details		
S. No.		Details
1.	Name of Company	
2.	Postal Address	
3.	Telephone, Fax Number, Email Address	
4.	Nature of activity	
5.	Details of ownership	
6.	Holding company or parent company	
7.	Name and designation of the person authorized To make commitments to the bank	
8.	Website address	
9.	Sales Tax / VAT Number	
10.	Income Tax PAN	
11.	No. of Personnel who are employed for Card Personalization services	
12.	Brief description of facilities for undertaking the services, along with location	
Financial Services		
1.	Annual Turnover (1st Year)	
2.	Annual Turnover (2 nd Year)	
Technical Details		
1.	Installed capacity (per annum) for personalization of Debit Cards)	
2.	Present Capacity Utilization	
3.	No of cards issued per month: <ul style="list-style-type: none"> • Mag stripeCards • EMVCards • Contact less Cards 	
4.	Experience in Debit Card Personalization	

5.	Dispatches per months <ul style="list-style-type: none"> • Cards 	
6.	Stuffing of Cards & Collaterals (whether in-house / outsourced). Numbers per month	
7.	Number of personnel dealing with card queries (for helpdesk) Web-based query portal (if available)	
8.	Rejection percentage of personalised cards	
9.	Inventory control and management – Details of system in place.	
10.	Security controls for Card personalization Bureau (Physical, Double door, CCTV etc.)	
11.	Certification details for EMV for RuPay, with date of certification.	
12.	Internal Audit System	
13.	Pre-and-post quality control checks	
14.	CCTV and other surveillance system details	
15.	DR and business continuity plan and Location of the DR	
16.	Complete Hardware and software details of all the systems including DR (Data Processing, Card personalization, Security Systems, Communication Systems, Stuffing and Dispatch, Inventory Management etc.) that are to be deployed for the bank	

6.7 Annexure VII – Bidder Response Cover Letter

(To be submitted on company letterhead)

Date:

General Manager,
J&K Grameen Bank
Head Office, Narwal, Jammu – 180006 Dear Sir,

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

Date:

Authorized Signatory

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

6.8 Annexure VIII–BANK GUARANTEE (EMD)

Offer Reference No.: _____

Bank Guarantee No.: _____

Dated: _____

Bank: _____

General Manager,
J&K Grameen Bank
Head Office, Narwal
Jammu- 180 006 (India)

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at India (hereinafter referred to as “the VENDOR”) proposes to RFP and offer in response to RFP No. JKGB/DAC/RFP/CARDS/2022-3128 Dated: 31-01-2022 for Procuring, Processing of Rupay Cards, and Personalization (hereinafter called the “RFP”) AND

WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a scheduled commercial bank in India in your favour to secure the order under this RFP Document (which guarantee is hereinafter called as “BANK GUARANTEE”) AND WHEREAS the VENDOR has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP to you, WE,having Branch Office/Unit amongst others at....., India and registered office/Headquarter at..... have agreed to issue the BANK GUARANTEE.

THEREFORE, WE,, through our local office at India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the VENDOR of any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this guarantee.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a “ No Demand Certificate “ provided always that the guarantee shall in no event remain in force after the day ofwithout prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part of or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

13. We undertake to pay to you 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.

14. Notwithstanding anything contained herein above;

i) our liability under this Guarantee shall not exceed

Rs.....(Rupees.....only) ;

ii) this Bank Guarantee shall be valid up to and including the date ; 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 the expiry of this guarantee.

15. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of BANK

Authorized Signatory

Seal & Address

6.9 ANNEXURE IX-PERFORMANCE BANK GUARANTEE:

Bank Guarantee No:.....
 Dated:.....
 Bank:.....

General Manager,
 J&K Grameen Bank
 Head Office, Narwal
 Jammu- 180 006 (India)

WHEREAS(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at, hereinafter referred to as the **VENDOR** has in terms of the Purchase Order bearing No. dated, hereinafter referred to as “the **CONTRACT**”.

AND WHEREAS in terms of the Conditions stipulated in the said Contract, the **VENDOR** is required to furnish, performance Bank Guarantee issued by a Scheduled Commercial Bank in your favor to secure due and satisfactory compliance of the obligations of the **VENDOR** in accordance with the Contract ;

THEREFORE, WE,(Name of the Bank) furnish you this Performance Guarantee in the manner hereinafter contained and agree with you as follows:

1. We,Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, time being essence of the contract, from you stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by you by reason of breach by the said vendor of any of the terms and conditions contained in the Contract or by reason of the vendor’s failure to perform the said contract. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (Rupees ----- Only).
2. We undertake to pay to you any money so demanded notwithstanding any dispute/s raised by the vendor in any suit or proceeding before any Court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the vendor shall have no claim against us for making such payment.
3. We further agree that, if demand. as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully paid and your claims satisfied or discharged or till you certify that the terms and conditions of the said contract have been fully and properly carried out by the said vendor and accordingly discharge this guarantee. Provided, however, serving of a written claim / demand in terms hereof on us for payment under this guarantee on or before the stipulated period , time being the essence of contract, shall be a condition precedent for accrual of our liability / your rights under this guarantee.
4. We further agree with you that you 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 Contract or to extend time for performance by the said vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by us against the said **VENDOR** and to forbear or enforce any of the terms and conditions

relating to the said Contract and we shall not be relieved from our liability by reason of such variation, or extension being granted to the said Vendor or for any forbearance, act or omission on our part or any indulgence by us 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.

5. This Guarantee will not be discharged due to the change in the constitution of our Bank or the Vendor.

6. We further agree and undertake unconditionally to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.

7. We lastly undertake not to revoke this guarantee during its currency except with your written Consent.

NOTWITHSTANDING anything contained herein above;

(i) Our liability under this Guarantee shall not exceed `.....(
Rupees.....only) ;

(ii) This Guarantee shall be valid up to and including the(mention date); 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 the expiry of this guarantee.

Dated the ----- day of -----20----

For ----- BANK

Authorized Signatory

6.10 Annexure X –Self-Declarations

(To be submitted on company's letter head)

Date:

General Manager,
J&K Grameen Bank
Head Office, Narwal
Jammu- 180 006 (India)

Dear Sir,

I on behalf of (bidder's name) declare the following:

1. We are in the business of end-to-end card management in India
2. Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any Scheduled Commercial Bank during the last 3 years in India.
3. We declare that we have sufficient capacity for supply of Welcome Kits to cater to requirements of 5000 Welcome Kits per day.
4. The systems offered to J&K Grameen Bank are compliant do not violate any Intellectual Property Rights.
5. We have a disaster recovery and a business continuity plan in place.

Date:

Authorized Signatory

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

6.11 Annexure XI – Power of Attorney for signing of application

(To be submitted on a INR 100 Stamp Paper only)

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name),son/daughter/wife of . and presently residing at, who is presently employed with us (the “Bidder”) and holding the position of

..... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the ***** Project proposed or being developed by the ***** (the “Authority”) including but not to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said engagement and/ or upon award thereof to us and/or till the entering into of the agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For.....

Authorized Signature:.....

Authorized Signatory Name:.....

Title of Signatory:.....

Address:.....

Witnesses

: 1.

2.

Accepted

Attorney's Signature:

Attorney's Name:

Attorney's Title:

Address:

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

6.12 Annexure XII – List of Abbreviations

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

6.13 Annexure XIII –Service Level Agreement

This Service Level Agreement (SLA) herein after referred to as “Agreement” is made between “M/S _____”, a Company incorporated under the Indian Companies Act 1956 with its registered office at _____ hereinafter referred to as the “Service provider or vendor” which Expression shall, be deemed to mean and include the representatives, successors in interest, nominees, administrators and assignees etc. of the ONE PART AND “The J&K Grameen Bank”, a Regional Rural Bank created by amalgamation of Jammu Rural Bank and Kamraz Rural Bank by Government of India while exercising power conferred by Sub-Section (1) of section 23(A) of the Regional Rural Bank's Act, 1976 vide notification dated 30th June 2009, issued by Ministry of Finance, Department & Financial Services, carrying on Banking Business, having its Head Office at Narwal, Jammu, Pin-180006, Jammu and Kashmir, hereinafter referred to as the “Bank” which expression shall be deemed to mean and include the representatives, successors in interest, nominees, administrators and assignees etc. of the OTHER PART.

The Bank and the Company are hereinafter collectively referred to as “Parties” and individually as a “Party”.

1. Definitions

Definitions of the terms used in the SLA to be mentioned like Equipment, Services, Software Maintenance, Response Time, Repair Time, Down Time, %age Down Time etc. in line with RFP and the desired objectives of the Bank.

2. Contract Documents.

The Agreement shall consist of this Service Level Agreement including all attachments stated herein & appended to this Agreement and made part hereof. This Agreement shall be interpreted wherever possible to avoid any conflict between the Sections hereof and the Attachments. The Attachments are:

Annexure A: Purchase Order

Annexure B: Non Disclosure Agreement

3. Term of Contract

This Agreement shall become effective on _____ (Effective Date) and shall remain valid for a period of five years and continue in full force and effect unless or until terminated by either party in accordance with the termination provisions stated herein. At the end of the term, the agreement may be renewed at the bank's option for an additional two years term at mutually agreed terms and conditions.

4. Fee and Payment Terms

The fee/ payment shall be in Indian Rupees and on a fixed price basis for Term of the Service. There shall be No price variation for relating to increases/decrease in customs duty, excise tax, other taxes and foreign currency price variation etc during the Term of the service or contract period. However, during contract/ Term period, if there is any reduction in government levies / taxes, the same shall be passed on to the Bank. During contract period, the increase or decrease in service taxes and any new tax levied by Government for the services subscribed by the Bank under this tender will be to the Bank's account.

In consideration for the services provided hereunder, Bank shall pay to the vendor as follows:

		Per unit	Total
1	Cost of Non Personalized cards (new/reissued) a) EMV a) Dual Interface		
2	Cost of personalized cards (new/reissued) a) EMV b) Dual Interface		
3	Other Ancillary Services (Maintenance of record, Providing MIS as per requirement of bank, handling returned Cards, address label printing, report printing etc.)		
4	Grand Total excluding Tax		
5	Cost including GST		

Cost of cards will depend upon number of emv cards or dual interface card. Vendor has to mention the quantity of cards that would be provided under each type.

No payment will be made in advance for any supplies under this Agreement. The generic payment schedule with the vendor shall be as follows

Upon fulfillment of other obligations stipulated in the Contract, payment based on the basis of successful delivery of cards will be made by the bank but in no case later than thirty (30) days after submission of an invoice/claim by the vendor.

All charges and fees to be paid by the Bank under this agreement are exclusive of applicable taxes.

5. Schedule of implementation

The vendor shall complete the integration with switch vendor within sixty days from effective date.

6. Scope of work

The SLA shall apply to the Equipment/Services as appended with subsequent purchase order
No:.....

6.1 Obtaining approval of design and product from RuPay

6.2 Procurement

- c) Bank requires non personalized Rupay EMV Cards with Magstripe/Dual Interface cards for kcc, general saving & pmjdy customers and personalized Rupay EMV Cards with Magstripe /Dual Interface cards for saving account holders. Card Number should be embossed on the Card. Cards provided should work on the present ecosystem of ATM machines.

- d) Blank Plastic(Base Card) per specification approved for EMV chip cards and as required by the bank
- e) Paper for printing the Envelopes, Welcome Letter, User Guide, Card Pouches etc. for Welcome Kits
- f) Personalization of cards: This includes card embossing, magstripe encoding, and CVV number printing per RuPay approved specifications.
- g) Obtaining approval of design and product from card associations/NPCI/ Others.
- h) Supply of good quality durable PET-G with PVC blanks for EMV Dual interface with Mag Stripe cards as per design/ specifications approved by the Bank / NPCI. Printing, indenting, photo for cards to be done as per requirements
- i) Providing quality control checks and deemed resolutions at file level for name convention, Duplicate file, file format, Mandatory field check; at Record level -- Proper pin code, Account transfer cases and De-dup check, address check
- j) Sharing of card emboss file to Switch vendor in standard format through SFTP
- k) Selected service provider will ensure implementation and maintenance of mandates from **all regulatory bodies including associations** related to card industry and industry best practices and stringent data security related to services including under this RFP and should have all certifications for all cards from RBI/NPCI/ etc. and other regulating and certifying bodies. Selected service provider will have to ensure uninterrupted services to the Bank and for the same must have appropriate Business Continuity/ backup plans. The selected service provider will have to migrate, if required the existing card data to the proposed solution without any service impact to the existing customers. Selected service provider will have to ensure compatibility of the systems, data formats, connectivity, etc. at all levels for successful implementation and functioning of the services.

6.3 Printing of Welcome Kit: This will include printing of Window Envelopes, Welcome Letters, User Guides, Card Pouches, etc. per specifications mentioned in this document and contents / design approved by the Bank for different schemes. It will also include printing of envelopes for dispatch of PIN mailers. PIN mailers will be printed by switch vendor , dispatched to the Bidder. Bidder will dispatch the complete kit to the Bank

Bidder should have an automated process of pasting the cards on the face of their corresponding Welcome Letter which ensures that the CVV number is not visible.

6.4 Fulfilment: This includes variable data printing on the welcome letter, card pasting on the welcome letter, insertion of welcome letter, user guide, card pouch, , sorting, packing in cartons with content list/s, PIN mailers dispatch and other activities associated with fulfilment.

6.5 Dispatch: The bidder would be responsible to co-ordinate with India Post or courier service selected by Bank to dispatch the cards to the regional offices/head offices or any other location as decided by the bank. The bidder will be responsible for the following:

- d) For Personalized Cards: Personalized Cards will be dispatched to Branch Address
- e) For Non Personalized (Insta) Cards: Cards with the Welcome kit will be dispatched to the Bank's branches /Regional Offices & Centralized Processing Centre as directed by the Bank
- f) For re-issued cards: reissued Cards will be dispatched to Branch Address

- 6.6 **Return Management:** Returned consignment will be returned to head office address. The bidder shall maintain a proper record of such returns with specific reasons and re-dispatch these cards / consignments after remedial measures are complied with, duly recorded, without any extra charge to the Bank. In all cases where reasons of return are attributed to the bidder, postage / courier charges shall also be borne by the bidder.
2. The bidder should have the capability to maintain the records of the cards personalized and dispatched to various destinations / branches, including details of card serial number, postal receipt no., Proof of Delivery (POD) etc.
 3. The bidder should have the capability of informing the bank about the tracking details as soon as the debit card is dispatched.
- 6.7 **Packing:** The packing material and the way consignments are packed shall be to the Bank's satisfaction after observing a drop test and moisture test. The bidder shall ensure that the packing is done in the right way and with material which ensures compliance to the above mentioned two tests.
- 6.8 **Disposal of rejected cards:** Rejected cards should be destroyed by the bidder under camera surveillance and the Backup of the CCTV recording should be retained for a period of 6 months. A daily report on the rejected cards should be made available to the Bank.
- 6.9 MIS for all the cards produced, dispatch details, postal/courier returns, etc to be sent to the Bank as per approved format on a daily basis. Data storage of input files, dispatch details, etc for one year. Web-facility for query resolution /status of card /re- Card/ etc.
- 6.10 The Bidder will use HSMs to generate and store keys securely in encrypted format as per EMV guidelines.
- 6.11 Test checking of Quality of Cards Supplied to the Bank: The Bank would have the discretion of carrying out a random-sample test checking (Peel Test, Bend Test, Torsion Test, Corner bend Test and any other type of test related to card quality) of the cards being supplied to ascertain their quality. Test checking of Cards by the Bank may be carried out at the premises of the vendor or elsewhere, at any interval it deems fit, where the quality of the cards may be checked according to the international Test Methods specified under ISO / IEC 10373 -1/latest. In case the test checks fail on sample cards picked from the cards supplied to the Bank or in stock of the Bidder for use of the Bank , the bidder shall be responsible to replace the full batch of cards whether personalized / dispatched or in stock as blanks at its own costs within the shortest time period.
- 6.12 The bidder shall provide 5 sample cards of each variant which shall be used by the Bank for assessing the quality as per specifications laid out in the RFP.
- 6.13 As a service to the Bank, the bidder shall provide Card Management System services to take care of generation of required embosa files for card requests & duplicate card requests, and should also generate upload files to be uploaded into the FIS Debit Switch of the bank as per the required formats. The Bank and the Bidder shall utilize the Bank's/ Bidder's SFTP server for exchange of service requests batch files / revert files.
- 6.14 **SFTP or any other mode of secure communication** with digital signature/encryption & decryption for download and upload of customer data/Embossed data from ATM Switch Centre. Keys for encryption/Digital Signature should be securely kept and approved processes should be followed. Depending on the data volumes, leased line / ISDN should be provided to the Bank's data centre, and back up links from bidder

approved by the Bank.

6.15 Support to bank branches, CPC and corporate office-bidder should have a Help Desk facility with adequate infrastructure to attend issues regarding despatch of cards with a dedicated number. Also an exclusive Helpdesk with adequate infrastructure matching the volume & with dedicated phone number shall be provided to attend any disputes/queries.

6.15.1 Interface with switch vendor and compliances

ATM vendor has to integrate with the existing switch vendor without any additional cost. Production of cards should as per all the existing NPCI & RBI guidelines. Any change in guidelines should be followed with no extra cost

7. Performance Guarantee

The Bank will require the selected Bidder to provide a Performance Bank Guarantee, within 30 days from the date of acceptance of the order or signing of the contract whichever is earlier, for a value equivalent to the 20% of the total cost offered (TCO) issued by any reputed scheduled commercial bank in India. The Performance Guarantee should be valid for the term period plus 3 Months as claim Period. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee till the completion of the agreement period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, The Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the agreement period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

8. Data Ownership

The Vendor agrees that the Bank owns the data, and that the Vendor is the custodian of the data under the overall guidelines of the Bank. The Vendor shall provide adequate levels of security to protect the confidentiality, availability and integrity of the data and other technology resources in its custody as part of this Agreement. The right to data, even in the event of disputes is solely with the Bank. The data includes, but not limited to customer data (Name, address and Account details), card data (Card numbers, Card Track Details and PIN Offset details), ATM data (including location details), J&K GRAMEEN Banks' transaction data or any other data available at the vendor site.

9. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components. This section lists the minimum service level required to be maintained by the vendor.

9.1 Delivery of debit card

The bidder will maintain a Turn Around Time (TAT) as detailed below:

- l) Cards - 48 hours for dispatch of welcome kit
- m) Urgent requirements of Cards - 24 hours (From the time the data file is received by the bidder).

The bidder will endeavour to provide cards with a shorter TAT and the same may be indicated in the Bid.

The overall period of complete cycle for receipt of Welcome Kits at branches or the Centralized Processing Centre as directed by the Bank should not exceed 12 days from the date of request.

10. Penalty

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

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

Penalties may be in the nature of liquidated damages, withholding of payments or invocation of the Performance Bank Guarantee. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations or deviates from SLA

The successful bidder shall remain responsible for the quality of plastic. In case the cards start providing problems due to the plastic quality of card, the entire lots of cards shall be rejected and no payment shall be made to the supplier on this account and suitable penalties as below may also be levied

Table 8: Penalties

Item	Penalty
Non production of proof of dispatch within 48 hrs from submission of Card File generated	<p>The bidder shall be charged penalty for not adhering to the TAT at the rate of Re. 1.00 per day per card not produced subject to a cap of 50% of previous month bill.</p> <p>Penalties will not be levied for TAT if there is a spurt in the number of cards to be issued by more than 15% of the daily average of the previous month.</p> <p>All the penalties for non-compliance would be limited to a maximum of 10% of the value of order</p>
Return of a consignment for illegible address	Re-sending the consignment by the bidder without any cost to the bank.

Item	Penalty
Return of a consignment in broken condition for poor packaging.	Re-sending the consignment by the bidder without any cost to the bank.

Delay in beginning the delivery of plastics	If attributable to the bidder – will result in liquidated damages at 1% of the order value per week, subject to a cap of 10% of the total order value. The delay in getting approval, if attributable to RuPay will not be taken into account and the bidder will not be penalized for the same.
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11. Partnership / Collaboration / Subcontracting

The Vendor is fully responsible for deliverables for the project irrespective of their constitution and arrangements with OEMs. No subcontracting, partnership, collaboration shall be allowed.

12. Sensitive Information

Any information considered sensitive must be protected by the Vendor from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on BANK system the Vendor 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.

The Vendor agrees to sign a Non Disclosure Agreement with the Bank as per the Bank format

13. General

This document together with any attachment signed by both the parties shall constitute the entire binding contract between Vendor and Bank for the provision of maintenance services in respect of the equipment covered hereunder. This Contract shall be governed in all respects by Indian Law read with and shall be deemed to have been concluded at Jammu and the Court of Jammu will have exclusive Jurisdiction in all matters of dispute.

14. Confidentiality

Vendor understands and agrees that all materials and information marked and identified by BANK as 'Confidential' are valuable assets of BANK and are to be considered BANK's proprietary information and property. Vendor will treat all confidential materials and information provided by BANK with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Vendor will not use or disclose any materials or information provided by BANK without BANK's prior written approval.

Vendor shall not be liable for disclosure or use of any materials or information provided by BANK or developed by Vendor which is:

- Possessed by Vendor prior to receipt from BANK, other than through prior disclosure by BANK, as documented by Vendor's written records;
- Published or available to the general public otherwise than through a breach of Confidentiality;
- Obtained by Vendor from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to BANK;
- Developed independently by the Vendor.

In the event that Vendor is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Vendor shall promptly notify BANK and allow BANK

a reasonable time to oppose such process before making disclosure.

Vendor understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause BANK irreparable harm, may leave BANK with no adequate remedy at law and as such the Bank is entitled to proper indemnification for the loss caused by the Vendor, if quantified. Further the BANK is entitled to seek to injunctive relief.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

Nothing contained in this contract shall limit the Vendor 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 contract. The confidentiality obligations shall survive for a period of one year post the termination/expiration of the Agreement.

15. Indemnity

The Vendor hereby indemnifies, protects and saves Bank and holds Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including attorney fees), relating to or resulting directly or indirectly from (i) an act of omission or commission of the Vendor, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement, (ii) breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Vendor, (iii) bonafide use of the deliverables and or services provided by the Vendor, (iv) misappropriation of any third party trade secrets or 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, (v) claims made by the employees, sub-contractor, sub-contractors employees, who are deployed by the Vendor, under this contract, (vi) breach of confidentiality obligations of the Vendor, (vii) gross negligence or gross misconduct solely attributable to the Vendor or by any agency, contractor, subcontractor or any of their employees by the Vendor for the purpose of any or all of the obligations under this agreement. The Vendor 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 Vendor in writing immediately on being aware of such claim, (ii) the Vendor has sole control of its defense and all related settlement negotiations. Vendor shall be responsible for any loss of data, loss of life, etc., due to acts of Vendor representatives, and not just arising out of gross negligence or misconduct etc., as such liabilities pose significant risk. The Vendor shall indemnify BANK (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the Vendor with Laws / Governmental Requirements.
2. Intellectual Property infringement or misappropriation.
3. Negligence and misconduct of the Vendor, its employees, sub-contractor and agents.
4. Breach of any terms of Agreement, Representation or Warranty.
5. Act of omission or commission in performance of service.
6. Loss of data.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities,

compensation suffered by BANK arising out of claims made by its customers and/or regulatory authorities.

The Vendor shall indemnify, protect and save BANK against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or 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 BANK from whatsoever source, provided BANK notifies the Vendor in writing as soon as practicable when BANK becomes aware of the claim however, (i) the Vendor has sole control of its defense and all related settlement negotiations (ii) BANK provides the Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) BANK does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where BANK is required by any court/ authority/ regulator to make a comment / statement/representation/pleading. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by BANK arising out of claims made by its customers and/or regulatory authorities.

16. Termination of Contract

For Convenience:

BANK by written notice sent to the Vendor may terminate the contract in whole or in part at any time for its convenience giving Thirty days prior notice. The notice of termination shall specify that the termination is for convenience stipulating the extent to which performance of the Vendor under the contract is terminated and the date upon which such termination become effective.

For Insolvency:

BANK may at any time terminate the contract by giving written notice to the Vendor, if the Vendor becomes bankrupt or insolvent.

For Non-performance

BANK reserves its right to terminate the contract in the event the Vendor repeatedly fails to maintain the service levels prescribed by BANK in scope of work.

In the event of termination, termination will be without compensation to the Vendor provided that such termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to BANK.

17. Consequences of Termination

In the event of termination of the Agreement for the reasons stated in Termination Clause of this agreement, the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be reasonably necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all reasonable steps to minimize loss resulting from that termination/breach and further allow the next vendor to take over the obligations of the Vendor in relation to the the scope of the Agreement.

In the event that the termination of the Agreement is due to the expiry of the Term, the Vendor shall be obliged to provide all such reasonable assistance to the next vendor or any other person as may be required

by the Bank.

Nothing herein shall restrict the right of the Bank to invoke the Performance Bank Guarantee and pursue such other rights and/or remedies that may be available to the Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

18. Migration

In the event of termination or expiry of the Term, the Vendor is duty bound for future migration and shall provide to the Bank the any other details as reasonably required at the earliest possible time. Also the vendor will delete all data and records of the Bank data that may exist with the Vendor.

19. Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery implementation. The Vendor should describe the provisions for disaster recovery and show that the system facilitates disaster recovery.

20. Ownership and Retention of Documents

The Bank shall own the documents, prepared by or for the Vendor arising out of or in connection with the Agreement"

Forthwith upon expiry or earlier termination of the Agreement and at any other time on demand by the Bank, the Vendor shall deliver to the Bank all documents provided by or originating from the Bank and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by the Bank at no additional cost.

The Vendor shall not, without the prior written consent of the Bank store, copy, distribute or retain any such Documents.

The Vendor shall preserve all documents provided by or originating from the Bank and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal ,statutory, regulatory obligations of the Banking this regard.

21. Compliance with statutory and regulatory provisions

It shall be the sole responsibility of the Vendor to comply with all statutory, regulatory & Law of Land and provisions while delivering the Services

22. Audit and Inspection of records

The Bank, Reserve Bank of India, and/or their auditors (whether internal or external) shall be authorized to make inquiries and conduct audit in connection with vendor's compliance with its obligations as per this Agreement. The vendor agrees to provide the Bank with such information and access for audit of the Vendor, as requested by the Bank, Reserve Bank of India, and/or their auditors. At all times, the Bank, Reserve Bank of India, and/or their auditors shall have the right to audit the records of the Vendor directly or through its representatives in relation to the Services hereunder. All Vendor's records with respect to any matters covered by this Agreement and/or as may be required by the Bank, Reserve Bank of India, and/or their auditors shall be made available to the Bank or its designees as often as the Bank deems necessary, to

audit, examine, and make excerpts or transcripts of all relevant data. Vendor is aware that any failure to provide the data or refusal by them to permit audit as above may attract penalty being imposed on the Bank by the RBI. Such penalty due to non provision of such data and / or records attributable to the Vendor shall be recovered by the Bank from the Vendor.

The Vendor shall address all such audit findings and implement the measures to mitigate risks as brought out therein. The Vendor shall comply with procedures to deal with deficiencies noted by auditors, government regulators and other internal or external agencies and provide relevant solutions.

23. Force Majeure

During the pendency of the contract if the performance in whole or part thereof by either party is prevented/delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, or any other causes beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after the restoration of normalcy.

24. Resolution of Disputes

“In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party and such arbitrators shall appoint an umpire before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and shall be held in Jammu and conducted in English language.

The Court in Jammu alone shall have jurisdiction over such arbitration proceedings. The award of the Arbitration shall be final, conclusive and binding upon the Parties hereto as an award of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. Such award may be filed in any competent Court in Jammu.

Each Party will bear the expenses/costs incurred by it in appointing the Arbitrator. However, the cost of appointing the Umpire shall be borne equally by both the Parties.”

25. Governing Laws

The Contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable laws of the Union of India and the Vendor shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of BANK falls.

26. Address of Notices

Following shall be address of BANK for notice purpose:

General Manager,
J&K Grameen Bank,

Head Office, Narwal, Jammu- 180 006 (India)

Following shall be address of Vendor for notice purpose:

.....

27. Nothing contained in this Agreement shall be deemed or constructed as creating a joint venture or partnership between the Vendor and the Bank.

28. This Agreement may be modified or amended solely in writing as signed by both Parties.

29. The invalidity or unenforceability for any reason of any covenant of this Agreement shall not prejudice or affect the validity or enforceability of its other covenants. The invalid or unenforceable provision will be replaced by a mutually acceptable provision, which being valid and enforceable comes closest to the intention and economic positions of the Parties underlying the invalid or unenforceable provision.

This Agreement has been signed in duplicate at on, each of which shall be deemed to be an original.

Agreed and signed on behalf of
 Vendor's Authorized Signatory
 (Authorized Signatory)

Name.....
 Designation.....
 Place.....
 Date.....

Witness (1):

Name.....
 Designation.....
 Place.....
 Date.....

Agreed and signed on behalf of
 J&K Grameen Bank

Name.....
 Designation.....
 Place.....
 Date.....

Witness (1):

Name.....
 Designation.....
 Place.....
 Date.....

6.14 Annexure XIV –Mutual Non-Disclosure Agreement

THIS MUTUAL NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of (DD/MM/YYYY) by and between _____, a company incorporated under the laws of India, having its registered address at _____ (the “Vendor”) and J & K Grameen Bank (the “Recipient”).

1. Purpose J&K Grameen Bank has engaged or wishes to engage the Vendor for undertaking the project vide Purchase Order No:.....and each party may disclose or may come to know during the course of the project certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

2. “Confidential Information” means any information disclosed or acquired by other party during the course of the projects, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, technical data, trade secrets, know-how, research, product plans, services, customers, markets, software, inventions, processes, designs, drawings, marketing plans, financial condition and the Vendor’s plant and equipment), which is designated as “Confidential,” “Proprietary” or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party’s files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party’s employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects which embody the other party’s Confidential Information and which are provided to the party hereunder.

4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosures agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the

Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Each party shall immediately notify the other party in the event of any unauthorized use or disclosure of the Confidential Information.

5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. This Agreement does not constitute a joint venture or other such business agreement.

6. No Warranty. All Confidential Information is provided "AS IS." Each party makes no warranties, expressed, implied or otherwise, regarding its accuracy, completeness or performance.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

8. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

9. Term. The Obligations of each receiving party hereunder shall survive for a period of five years from the date hereof.

10. Adherence. The content of the agreement is subject to adherence audit by J&K Grameen Bank. It shall be the responsibility of the Vendor to fully cooperate and make available the requisite resources/evidences as mandated by J&K Grameen Bank Supplier Security policy.

11. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

12. Arbitration, Governing Law & Jurisdiction

- a. In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavour to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party and such arbitrators shall appoint an umpire before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.
- b. The Courts in Jammu alone shall have jurisdiction over such arbitration proceedings.
- c. The award of the Arbitration shall be final, conclusive and binding upon the Parties hereto as an award of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. Such award shall be filed in any competent Court in Jammu.
- d. Each Party will bear the expenses/costs incurred by it in appointing the Arbitrator. However, the cost of appointing the Umpire shall be borne equally by both the Parties."

e. This Agreement is construed and shall be governed in accordance with the laws of India.”

13. Miscellaneous. This Agreement shall bind and injure to the benefit of the parties hereto and their successors and assigns. This document contains the entire Agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or propriety information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of amendment by each Party, or in the case of a waiver, by the party against whom the waiver is to be effective”.

The undersigned represent that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their names.

VENDOR NAME

By:

(Signature)

Name:

Title:

Address:

Vendor Seal

RECIPIENT

By:

(Signature)

Name:

Title:

Address:

Company Seal