

REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF VENDOR FOR SUPPLY, PRINTING & PERSONALISATION OF
CHIP BASED RUPAY EMV ATM-CUM-DEBIT CARDS INCLUDING KISHAN CREDIT CARDS
AND
RELATED COLLATERALS AND ADMINISTRATION

THE WEST BENGAL STATE CO-OPERATIVE BANK LTD.
HEAD OFFICE
ADDRESS: 24A, WATERLOO STREET, KOLKATA - 700069

RFP Reference: COOPCBS2010/CARD/2

Date: 06/10/2020 (Tuesday)

Last Date for Submission: 20/10/2020

Before: 02:30 P.M.

Important Dates and Schedule of Activities

| Sr. No. | Particulars | Details |
|---------|---|---|
| 1 | Project Name | EMV Chip based Rupay Debit Cards Including RuPay Kishan Credit Cards |
| 2 | RFP Inviting Bank | The West Bengal State Cooperative Bank Ltd. (WBSCB) and 17 other Central / District Central Cooperative Banks under COOPCBS2010 (common CBS) Platform. |
| 3 | RFP Reference No. | COOPCBS2010/CARD/2 |
| 4 | Availability of RFP Documents | To be downloaded from WBSCB Website 'www.wbstcb.com' |
| 5 | RFP Cost | Rs.1,000/- (One Thousand only) in the form of demand draft/pay order in favour of The West Bengal State Cooperative Bank Limited payable at Kolkata. Details of such demand draft/pay order are to be uploaded on the website. |
| 6 | Date of Issuance of RFP | 06/10/2020 |
| 7 | Last Date for Submission of Pre-Bid Queries | 14/10/2020 |
| 8 | Last Date and Time for Bid submission (on or before) | 20/10/2020 by 02:30 P.M. |
| 9 | Mode of Submission of RFP | To be uploaded on website |
| 10 | Website for Uploading Proposals (Both Technical & Commercial) | www.tenderwizard.com/eproc |
| 11 | Date and Time of Opening of Technical Proposals | 20/10/2020 by 03:30 P.M. |
| 12 | Date and Time of Opening of Commercial Proposals | Bank shall advise the technically qualified bidders indicating the date, time & place for opening of the commercial bids later. |
| 13 | Bid validity period | 180 days from the last date and time of Submission. |
| 14 | Currency | Currency in which the Bidders may quote the price and will receive payment is INR only. |
| 15 | Language of Bid Submission | Proposals should be submitted in English only. |
| 16 | Contact persons and email id | i) Shri Snehasis Chakraborty, e-Mail: ledept@wbstcb.com ii) Shri Tapan Mitra, e-Mail: itconsultant@wbstcb.com |
| 17 | Communication Address | All communications, including proposal documents should be addressed to: The Managing Director, The West Bengal State Co-operative Bank, 24A, Waterloo Street, Kolkata - 700069 |

Note: Bidders are required to strictly submit their bids, both technical and eligibility criteria as well as commercial, in electronic form using the e-procurement system at www.tenderwizard.com/eproc. Bids received after closing of the bid in the e-procurement system are summarily rejected without sighting any reason.

All the technical supporting documents should be submitted electronically uploading in the website mentioned above on or before the final date & time of bid submission.

DEADLINE FOR SUBMISSION OF BID: Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Bank, the bids will be received up to the specified time in the next working day. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.

The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website www.wbstcb.com under 'Tenders and Quotations' Section for any changes / addendums to the above schedule and/or any other changes to this RFP. Bank would not be responsible for any delayed/lack of update directly to the bidder. Bidders to confirm with Bank the time and venue -1- day prior to any of the above event.

Eligibility cum Technical bids will be opened in the presence of the bidder's representatives who choose to attend the opening of eligibility cum technical bid. No separate communication shall be sent in this regard. Subsequently, the Bank will evaluate the eligibility cum Technical Bids and the bidders shall be suitably intimated about outcome, after evaluation.

Commercial bids will be opened in the presence of the bidder's representatives, desirous to attend and are found qualified upon evaluation of the eligibility and technical bid by Bank.

Important Clarifications:

1. 'The Bank' means The West Bengal State Cooperative Bank Ltd. and other 17 Central / District Cooperative Banks under COOPCBS2010 Platform. They will henceforth be called as 'The Bank' / 'Bank'.
2. 'Bidder' means the prospective BIDDER who has received RFP document and intends to supply EMV Chip Based Rupay EMV Cards including RuPay KCC and services mentioned in this Document henceforth will be called as "BIDDER".
3. 'Vendor' means the selected bidder of the RFP.
4. 'RFP' or 'Tender' means the Request for Proposal.
5. 'Recipient' or 'Respondent' or 'Bidder' means who responds/submits BID in response to this RFP issued by Bank.
6. Proposal/Bid/Offer means response to RFP document submitted by Recipient to the Bank

Abbreviations:

| Abbreviation | Expansion |
|--------------|---|
| WBSCB | The West Bengal State Cooperative Bank Ltd. & 17 Other CCBs/DCCBs |
| EMD | Earnest Money Deposit / Bid Security |
| INR | Indian Rupee |
| MIS | Management Information System |
| SLA | Service Level Agreement |
| NDA | Non-disclosure Agreement |

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SECTION 1: GENERAL INFORMATION, DISCLAIMER AND INSTRUCTIONS FOR BIDDERS

1. INTRODUCTION OF THE BANK

The West Bengal State Co-operative Bank Limited is a 100 years old Banking institution working as an Apex Bank of all co-operative Banks of West Bengal. Serving the needs of peoples from remote areas to State Capital, Bank have 43 branches in South 24 Parganas, North 24 Parganas, Coochbehar Districts and in Kolkata & Siliguri. There are also 17 Central / District Central Cooperative Banks in West Bengal with approximately 320 more branches, who are working on the common CBS platform termed as 'COOPCBS2010'.

1.1. Information Provided

The RFP document contains statements derived from information believed to be reliable at the date obtained; but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the supply and services. Neither the Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this RFP document.

1.2. Recipients

The RFP document is intended for the information of the party(ies) to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

1.3. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party without Bank's express written permission. The RFP document is provided to the Recipient based on the undertaking of confidentiality given by the Recipient to the Bank. **The Bank may update or revise the RFP document or any part of it.** The Recipient acknowledges that any such revised or amended document received is subject to the same terms and conditions as original and subject to the same confidentiality undertaking.

1.4. Disclaimer

Subject to any law to the contrary and to the maximum extent permitted by law, the Bank and its officers, employees, contractors, agents and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates or projections contained in this RFP document or conduct

ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Bank or any of its officers, employees, contractors, agents or advisers.

The Bank and its officers, employees, contractors, agents and advisers disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be the copyright material or any other Intellectual Property of a third party who may claim ownership of the same.

1.5. Costs Borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses to this RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations etc. and providing any additional information required by the Bank, shall be borne entirely and exclusively by the Respondent.

1.6. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and the Bank until execution of a contractual agreement by duly authorized signatory of the Bank and the bidder.

1.7. Recipients' Obligation to Inform Itself

It is the Recipient's responsibility to conduct necessary investigation and analysis regarding any information contained in this RFP document and the meaning and impact of that information.

1.8. Evaluation of Offers

Indicative evaluation process has been specified in **Section 4** of this document. However, as a condition of responding, each Recipient acknowledges and accepts that the Bank in its absolute discretion may apply whatever selection criteria it deems appropriate in finalizing the vendor.

1.9. Contractual commitment

Should the Recipient be awarded the contract, the contents of its Response to RFP, including any material submitted in the Response to RFP, will be incorporated by reference or integrated as obligations in the formal Service contract and / or Service Level Agreement (SLA), to be drafted by Bank.

1.10. Code of Conduct

It is the objective of the Bank to obtain the best services possible by giving fair and impartial consideration to all recipients invited to accept RFP for submitting Response to RFP. Every potential Recipient will be considered on fair and equal basis.

1.11. Errors and Omissions

Each Recipient should notify the Bank of any error, omission or discrepancy found in this RFP document. Notification should be made to contact details provided in Section 2.2.1.n–Clarification on RFP document.

1.12. Acceptance of Terms

The purpose of this RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavour to provide all required information to the potential Bidders, Bank acknowledges the fact that the potential Bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from Bank. Bank reserves the right to provide such additional information/ clarification at its sole discretion either one to one basis to the bidder or clarify it to all the potential bidders as deem fit. In order to respond to the RFP, if required, and with the prior permission of Bank, each Bidder may conduct their own study and analysis, as may be necessary, at their own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to Bidders to undertake any analysis or study.

Bank makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim by any bidder or any potential Bidder may make in case of failure to understand the requirement and respond to the RFP.

Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend, replace, modify or supplement the information given in the RFP and specify additional requirements or cancel the RFP at any time without assigning any reason thereof and without any prior notice.

The recipient of the RFP must apply its judgment, care, and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to the scope of work, Deliverables and timelines, etc.

It is the Bidder's responsibility to:

- properly understand and examine the RFP;
- examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
- satisfy itself as to the completeness, correctness and sufficiency of its response;

A recipient will, by responding to the Bank's RFP with a submission, be deemed to have accepted all the Terms & Conditions as stated in this RFP document in totality without any condition whatsoever.

1.13. Information Confidentiality

The information contained in this RFP is strictly confidential. The Bidder shall not share this information with any other person/party not connected with responding to the RFP or even with other potential Bidders. The information contained in this RFP or subsequently provided to Bidder(s), whether verbally or in writing by or on behalf of Bank shall be subject to the terms and conditions set out in this RFP and any other terms and conditions subject to which such information is provided.

1.14. Disqualification

Any form of canvassing/lobbying/influencing/cartelization, etc. by the Bidder may result in disqualification of such Bidder.

2. OBJECTIVE, AND SCOPE AND LODGEMENT OF THE RFP

The objective of this RFP is to call responses from vendors for:-

Supply of EMV Chip based RuPay Debit cards, including Kishan Credit Cards (KCC), herein under referred as DEBIT-Cum-ATM & KC CARDS under RuPay mechanism.

2.1 Scope:

This RFP is for supplying the Chip Based Rupay Emv Atm-Cum-Debit Cards Including Kishan Credit Cards (KCC) to Bank. The BIDDER must support both functional and technical requirements of the bank.

2.1.1 Basic Instructions To The Bidder (At A Glance)

- A. The BIDDER is expected to have read and examined all the instructions, forms, terms, and specifications in the RFP Document with full understanding of its implications. Failure to furnish all information required in the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect will be at the Bidder's risk and may result in outright rejection of the bid.
- B. The BIDDER is advised to strictly adhere to the Annexure provided for that purpose in this document. Any deviation in this matter will lead to disqualification of the RFP.
- C. Procedure / Instructions for Submission of Bid
 - 1) RFP must be filled in both Technical-cum-Eligibility and Commercial and uploaded in the website mentioned above.
 - a. Technical bid as directed below in Section E and should be uploaded in the website on or before specified date and time. Please note that the rates should not be indicated in the Technical bid. Only commercial bid should indicate rates.
 - b. Commercial bid as directed below in Section F and should be uploaded in the website on or before specified date and time.
 - 2) Relevant certificate / documents should be attached.

- 3) Notwithstanding the above, offers made by email, telex, fax, telephone and / or any other mode shall immediately disqualify the BIDDER.

D. Earnest Money Deposit:

Bidder is to submit the Bid Earnest Money (EMD) of Rs.10,00,000/- (Rupees Ten Lakh only) in the form of demand draft/pay order in favour of The West Bengal State Cooperative Bank Limited payable at Kolkata. Details of such demand draft/pay order are to be uploaded in the website.

RFP made without EMD will be rejected.

- The EMD deposits is non-interest bearing.
- The EMD may be forfeited if a BIDDER withdraws his RFP during the period of bill validity.
- EMD of unsuccessful BIDDER will be released within 45 days from the RFP award date.
- The successful BIDDER shall be made to deposit the additional Security Deposit or Bank Guarantee immediately on a written intimation from the Bank with mutual discussion and agreement.
- EMD of successful BIDDER will be discharged upon executing the contract & furnishing the security deposit.
- The EMD of successful BIDDER will be forfeited if he fails to sign the contract on accordance with terms & conditions.

E. Technical Bid:

- 1) The technical bid should be uploaded as per details provided in the RFP document. In addition, the printed copy of Technical Bid also should be submitted at the head office in a 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. BIDDER must ensure that all the documents uploaded / submitted in hard copies are sealed and signed by the authorized signatory.
- 2) The printed copy of Technical & Eligibility bid proposal as given in Annexures, neatly typed on the letterhead of the BIDDER, duly filled in, signed and complete in all respect including annexure for detailed specifications of equipment etc. as directed.
- 3) The bids shall inter alia include detailed technical specifications of all the products 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. The Bid shall include the details of all the goods and services; the BIDDER is intending to offer for one-year warranty and maintenance.
- 4) The Technical Bid submitted in response to this RFP Document along with the supporting material, will become the property of the Bank.

F. Commercial Bids:

- 5) Bid Rates as per the format enclosed in **Annexure H**. The BIDDER shall indicate the Rates, Terms of Reference of which are given in the Technical Specifications.
- 6) The details of Rate Schedule for EMV Debit cards including RuPay KCC and services under all the components of this RFP for which the BIDDER is intending to quote.
- 7) The Commercial Bid must be as per the BoQ provided along with the RFP.
- 8) The taxes will be extra as per prevailing rates at the time of billing during the contract.

G. 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, provided that any printed literature furnished by the BIDDER may be written in another language (Devnagari) so long as it is accompanied by an English version in which case, for purposes of interpretation of the Bid, the English version shall govern.

I. Bid Currency And Related:

- 1) Rates should be quoted in Indian Rupees (INR) only.
- 2) The rates quoted should be excluding taxes. Taxes should be mentioned separately in columned form.

J. Validity:

The Bids shall remain valid for 180 days from the last date of submission. The BIDDER 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. Refusal to grant such consent would result in rejection of bid. However, any extension of validity of bids will not entitle the BIDDER to revise/modify the bid. The decision of the Bank in this behalf will be final, conclusive, and binding on the BIDDER.

K. Modifications and Withdrawal

- 1) The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the Managing Director of the Bank to this effect.
- 2) No BIDDER shall be allowed to withdraw or modify the bid after the deadline for submission of bids.

L. Eligibility Criteria for Bidder / Bidder's Qualification:

- The vendor organization must have office in India including in Kolkata, West Bengal, and should be registered as per provision of Partnership Act/company's Act in India.
- The average turnover of bidder should be more than **50 Cores** in last three financial years.

- The Bidder should be original manufacturer must be NPCI approved vendor for EMV Chip based cards. Certificate must be attached to technical RFP.
- The Bidder should have manufacturing set up in INDIA, preferably in Kolkata, West Bengal
- The bidder must have supplied EMV chip-based cards to 10 banks out of which at least three must be State Cooperatives / CCBs / DCCBs in India.
- The bidder should not be blacklisted company in any of the government institution /bank, the self-declaration in this regard on company's letter head should be attached to the technical proposal.

M. Documents To Be Submitted Along With The Proposal:

- a. GST Registration Certificate.
- b. Companies IT Returns for Last Three Years
- c. Manufacturer Authorized Form
- d. Audited Balance Sheet & Profit & Loss for period mentioned in eligibility criteria.
- e. Client List for RUPAY DEBIT and KISHAN CREDIT CARDS Systems in India.
- f. Vendor Profile, Infrastructure of firm / Company / Partners, Organization Chart.
- g. Supply and installation Schedules to implement this project.
- h. Original RFP Documents by signing on each paper with impression of company seal.

N. RFP Rejection Criteria:

- a. The bidder's details attached to RFP are not found as per eligibility criteria.
- b. Technical and commercial offers found together.
- c. Non-indexed documents attached to RFP document.
- d. RFPs without EMD – Pay Order or DD.
- e. RFP submitted with false and wrong information.
- f. Information requested by bank for this RFP process is not found in Technical and commercial offer.
- g. Misconduct and influence if any to this RFP process by the bidder OR its representative/s will result into rejection of bid document. No further communication will be entertained in this regard.

O. Testing / Approval / Certification

The key exchange activity, test cards/white plastics review, card design preparation & approval process, dispatch of test card/white plastics/sample physical cards for approval or for any other activity as required by RuPay/NPCI in the EMV chip card approval process in force now or in future will be the primary responsibilities of the vendor.

P. Mapping of Cards with The Switch

Integration and Mapping of cards with Banks' appointed switch vendor is to be done by the vendor in collaboration / coordination with the Bank's Switch Vendor.

Section 2.2: LODGEMENT OF RFP

The response to RFP shall contain the following parts (as per **Annexure A to G**):

1. "Eligibility cum Technical Proposal"

2. "Commercial Proposal"

All the aforesaid documents are to be submitted / uploaded at once at the time of Bid submission. A submission in a different manner, including a submission through Fax or Email, will not be accepted by the Bank, and will be summarily rejected.

2.2.1 RFP Response guidelines

- a) All responses received after the due date/time would be considered late and are liable to be rejected.
- b) All bid responses should be in English language.
- c) All responses including commercial and technical bids would be deemed to be irrevocable offers/ proposals from the Bidders and may, if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder.
- d) Bidders are requested to attach / upload a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- e) Any Eligibility cum Technical or Commercial bid submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.
- f) The Bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, receives a written notice of the modification and revised bid or withdrawal for submission of offers. No offer can be modified/ withdrawn by the bidder, after the closing date and time for submission of offers.
- g) By submitting a proposal, the Bidder agrees to promptly enter into an agreement with Bank for any work awarded to the Bidder. Failure on the part of the selected Bidder to execute a valid agreement with Bank within 30 days of receiving the work order will relieve Bank of any obligation to the Bidder, and the Bank will be at liberty to select another Bidder based on the selection process of Bank.
- h) By submitting the bid, the Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all utilities, manpower to be deployed by

bidder in response to this RFP shall meet the proposed Service requirements of the Bank and industry standards. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to Bank. The Bidder also acknowledges that Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the selected Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP. Bank expects the selected Bidder to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank in writing, shall form a part of the final contract.

i) All RFP response documents would become the property of the Bank and the Bank also would not return the bid documents to the Bidders.

j) Erasures or Alterations – The offers containing erasures or alterations in the hard copies may not be considered. Unavoidable corrections or alterations, if any, should be authenticated. In case of the corrections/alteration are not properly authenticated, the offer shall be rejected.

k) Requested details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual/ annexure" is not acceptable. Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.

l) Numbering of Pages

All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a serial along with proper index. The numbering shall be done separately for Eligibility cum Technical Bid and Commercial Bid/s, and not section-wise.

m) Authorized Signatory

The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India.

n) Clarification on RFP Document

1. The Bidder shall carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required, to ensure that they have understood all requirements/specifications/conditions/intent of RFP.
2. Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP, prior to finalizing their responses. All questions are to be submitted to the Bank at e-mail address:

itconsultant@wbstcb.com, not later than the query submission date mentioned in this RFP and as advised by Bank from time to time.

- The Bidder in all such cases must seek clarification in writing in the same serial order as that of RFP by mentioning relevant page number and clause number of RFP on or before the timeline prescribed in this RFP under "Schedule of activities"

Respondents are required to direct their communication towards clarification/additional information, errors and omission related to this RFP to:

The Managing Director

The West Bengal State Cooperative Bank Ltd.
24A, Waterloo Street
Kolkata - 700 069

Bidder should use the following format for their above-said communication -

- Name of the Respondent/Bidder:
- Date:
- Contact Person from Respondent/Bidder in case of need:

Name:

Designation:

email ID:

Tel / Mobile No:

| Sr. No. | Page No. of RFP | Clause No | Original RFP Clause | Bidder's Query |
|---------|-----------------|-----------|---------------------|----------------|
| 1 | | .. | | |
| 2 | | | | |
| ... | | | | |

All queries/clarifications requested must be in writing and should be forwarded by the authorized person of bidder in the above format in MS-EXCEL workbook. The queries may also be e-mailed to: itconsultant@wbstcb.com with the queries enclosed as attachment in above mentioned format.

Bank shall not answer any communication initiated by respondents after the last date of query submission. Bank may in its absolute discretion seek additional information or document from any respondents after the RFP closes for supplementary information and better evaluation. All such information and document provided will form part of that Respondent's response.

Bank is not bound to reply to queries not pertaining to this RFP. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all bidders.

o) Validity of Bids

The bids shall remain valid for a period of 180 days from the last date of submission of bids to the Bank.

p) Submission of Bids

1. The response should be submitted on or before the last date & time of submission mentioned in "Important Dates and Schedule of Activities". If the last date of submission of RFP response is declared as a holiday for any reason, then the last date for submission of RFP response will fall on the next working day. Documentary proof, wherever required, in terms of the RFP should be enclosed.
2. The Bids / Proposals should be complete in all respects and contain all information asked for in this document. It is mandatory to submit the details in prescribed formats duly filled in, as part of the offer. The Bank, at its discretion, may not evaluate a bid in case of non-submission or partial submission of details. The proposal must be submitted in an organized and structured manner.
3. For participation in the opening of eligibility cum technical and commercial bid, the Bidders' representatives are required to carry authorization letter from their authorized signatories, if the person attending the bid opening process is other than the authorized signatory.
4. The bid should constitute two separate parts. The response should be organized and submitted in the following manner:

Part I - Eligibility cum Technical Bid:

The Eligibility cum technical Bid containing the response to requirements for the services and other applications is to be uploaded in the respective section of the RFP.

Eligibility cum Technical Bid must contain followings (with scanned copies of related documents):

1. Duly filled in Covering letter, eligibility criteria compliance, other information as detailed in **Annexure A** including supporting credential/ letters/testimonials from relevant organizations or copies of documentation from clients or purchase order copies certifying compliance. Non-compliance of even one condition mentioned in the eligibility criteria may render the bid ineligible. Hence, Bidder is required to provide proof for each of the points for eligibility evaluation. The proof provided must be in line with the details mentioned in **Annexure A**. In case any credential detail mentioned in **Annexure A** is not accompanied by relevant proof documents, the said Bid offer will not be considered for evaluation. There is no restriction on the number of credentials a Bidder can submit.
2. This bid must contain **Demand Draft of Rs. 1,000 (Rupees One Thousand Only) towards application fee (non-refundable).**
3. Reference Details - **Annexure B**
4. Compliance of RFP terms and conditions - **Annexure C**

5. The bidder will have to deposit EMD of Rs.10,00,000/- (Rupees Ten Lacs only) in the form of Demand Draft/Pay Order (PO) drawn on any Nationalized/Schedule bank in favour of "The West Bengal State Cooperative Bank Ltd." payable at Kolkata or Bank Guarantee in favour of 'The West Bengal State Cooperative Bank Ltd.' issued by a reputed scheduled commercial Bank in India (other than The West Bengal State Cooperative Bank Ltd.) as per the format provided in **Annexure E** and valid for 180 days from the last date of submission of the bid along with "Technical Bid" envelope. Details of such demand draft/pay order / Bank Guarantee are to be uploaded in the website.
6. Integrity Pact (IP) as per **Annexure F** which will be also signed by Bank's representative.
7. Non-Disclosure Agreement (NDA) as per **Annexure G**.
8. Letter with details of authorized signatories/Power of Attorney's in the name of the authorized signatories who can represent the Bidder with regard to the obligations under the RFP or contract.
9. Unpriced Commercial template as per **Annexure H**: The Bidder should also include the masked (without prices) commercial bid in the Eligibility cum technical bid. The masked commercial bid which would be submitted as part of the Eligibility cum Technical bid should contain price "XX" instead of actual price for all the line items. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not the Proforma/format of the Commercial Offer as per **Annexure H** in the RFP.
10. **Under no circumstances the actual commercial bid (without masking) should be kept in Eligibility cum Technical Bid Covers. The placement of hard copy of commercial bid in eligibility cum technical bid covers will make the bid liable for rejection.** However, commercial bid with duly masked prices need to be placed in technical bid.

Part II – Commercial Proposal

The bidder will be required to submit commercial bids as a part of the bid submission as per **Annexure H**.

Commercial proposal should give all the relevant price information. No information should be kept blank. Offer should be in strict conformity with the format as given in **Annexure – H**. Please note as under:

1. The best and firm price should only be quoted (as per **Annexure H**)
2. The prices and other terms offered by the bidder must be firm for an acceptance period of 180 days from the last date for submission of offer document to the Bank.
3. The price must be quoted per unit basis with applicable taxes extra in the format provided in Commercial Bid.
4. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5. The price should be uniform throughout the tenure of the contract. Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
6. The prices offered shall be on a fixed price basis and should not be linked to variables like foreign exchange rate etc. The Bank shall not be responsible for any fluctuations in exchange rate or any other expenses factored in the pricing till the validity period of the contract.
7. The Bank ascertains and concludes that everything as mentioned in the RFP documents published for the Bidders and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidders.
8. It will be responsibility and liability of the selected bidder to levy applicable Taxes & duties in terms of Government guidelines from time to time. All taxes should be mentioned at the prevailing rates at the time of bid submission. Any variations in the taxes quoted by the Bidder which are not in line with the applicable rates prevailing for such supply /services may entail rejection of the Bidders proposal.
9. There shall not be any separate charges payable by the Bank to the selected bidder for the key exchange activity, test cards/white plastics review, card design preparation & approval process, dispatch of test card/white plastics/sample physical cards for approval or for any other activity as required by RuPay/NPCI in the EMV chip card approval process in force now or in future.
10. The charges debited/ invoiced by RuPay/NPCI or their associate to the Bank for EMV project including for key exchange, testing shall be borne by the Bank. However, all charges/penalties debited to the Bank by RuPay / NPCI which are attributable to the selected bidder/ their associate (including white plastic test failure due to mistake of selected bidder) shall be passed on to the selected bidder.
11. Please note other important clauses of this RFP while quoting for the services requested.
12. The Bidder must provide and quote for all products and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
13. Any contradictory information, conditional pricing, exclusion of any item in TCO (Total Cost of Ownership) computation or error in computation may lead to summary disqualification of the bid as per sole discretion of Bank.
14. Final contract will be awarded as per the Public Procurement of Govt of India (Preference to Make in India) order on dated 15th June 2017 issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (reference no. P.45021/2/2017-B.E.-II).

q) Overall Bid

Both Technical / Eligibility Criteria as well as Commercial Bids are to be submitted at a time. Please note that in the following cases Bank in its absolute discretion may reject the Bids:

1. Submission of Bid after the time stipulated in this RFP Document.
2. Misleading/incomplete information or documentation
3. Price information provided anywhere other than 'Commercial Bid'
4. Improper Demand Draft/ Banker's Cheque for Application Fee or Bank Guarantee for Bid Security
5. Any conditional offer or assumption with or without information to the Bank
6. Bidder is not meeting eligibility or technical criterion specified in this RFP
7. Bid submission through Fax or email
8. Submission of more than one bid. In case, bidder is submitting more than one bid, all the bids submitted by the bidder shall be disqualified

2.3 Related Parties

In the following circumstances Bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank –

1. Bids submitted by holding company and its subsidiary.
2. Bids submitted by one or more companies having common director/s.
3. Bids submitted by one or more partnership firms / LLPs having common partners.
4. Bids submitted by one or more companies in the same group of promoters/management.

Any other bid at the sole discretion of the Bank which is in the nature of multiple bids.

2.4 Registration of RFP Submission

Upon receipt of a submission, the Bank shall register the response. **Incomplete or partial or faulty submissions shall be rejected forthwith.**

All submissions, including any accompanying documents, shall become the property of the Bank. Hence, submission of response to the RFP shall be deemed as respondents' license and grant of all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property rights that may subsist in the submission or accompanying documents.

Section 3

3.1. Bid Security, Cost of RFP, Performance Bank Guarantee

3.1.1. Bid Security/Earnest Money Deposit (EMD)

Bidder shall furnish, as part of its bid, a bid security/EMD for an amount of Rs 10,00,000/- (Rupees Ten Lacs Only), in the form of DD/ Bankers' Cheque in favour of The West Bengal State Cooperative Bank Ltd. payable at Kolkata or Bank Guarantee in favour of The West Bengal State Cooperative Bank Ltd. issued by a reputed scheduled commercial bank in India (other than The West Bengal State Cooperative Bank Ltd.) as per the format provided in

Annexure E and valid for 180 days from the last date of submission of the bid. Offers not accompanied with prescribed EMD will be ignored straightway.

1. Bid security should be deposited in original with the The West Bengal State Cooperative Bank Ltd. Details of such demand draft/pay order / Bank guarantee are to be uploaded in the website.
2. The successful bidder's bid security shall be discharged upon the bidder signing the contract and furnishing the performance guarantee. Unsuccessful Bidder's bid security shall be returned as promptly as possible as but not later than 60 days after the declaration of the successful bidder.
3. No interest shall be payable on bid security amount.

The bid security may be forfeited:

The amount of bid security would be forfeited in following scenarios:

- a) If a bidder withdraws its bid during the period of bid validity and after last date of submission for the Bid for any reason whatsoever; or
- b) In case of the successful bidder fails to accept and sign the agreement/ contract within the stipulated timeline for any reason whatsoever; or
- c) In case of the successful bidder fails to furnish performance guarantee within the stipulated time and valid till the end of contract period plus six months.

3.1.2. Cost of RFP (Application money/ Bid fee)

The RFP is available on Bank's website, www.wbstcb.com and can be downloaded. The price of bid document shall have to be submitted separately in the form of a Demand Draft / Banker's Cheque for Rs. 1,000/- in favour of The West Bengal State Cooperative Bank Ltd. payable at Kolkata at the time of submission of the bid as part of the eligibility cum technical bid. Details of such demand draft/pay order / Bank guarantee are to be uploaded in the website.

3.1.3. Exemption for application fees and EMD:

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Earnest Money deposit (EMD) amount for which the enterprise concerned needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender.

3.1.4. Performance Bank Guarantee

Successful bidder has to furnish a Performance Bank Guarantee of 10% of the contract value awarded to the selected bidder issued by any reputed Scheduled Commercial Bank in India (other than The West Bengal State Cooperative Bank Ltd.) in favour of The West Bengal State Cooperative Bank Ltd. The Guarantee shall be valid for the entire period of contract and 6 months thereafter.

If the Performance Bank Guarantee is not submitted within 45 days of the receipt of work order, Bank reserves the right to cancel the work order. The Security Deposit/ Performance Bank Guarantee shall not carry any interest.

The validity of Security Deposit/ Performance Bank Guarantee shall be up to the completion period as stipulated in the Letter of Intent/Work Order/Purchase Order and the same shall be kept valid till the acceptance of final Bills of the Bidder, by The West Bengal State Cooperative Bank Ltd.

In case of extension of contract, the successful bidder has to extend the Bank guarantee for the extended period (exceeding six months of the extended period) as per stipulation in the Service Level Agreement.

In case Successful Bidder fails to perform as per the contract or any penalty levied by any regulatory agency for non-compliance of any provision, Bank shall invoke the Performance Bank Guarantee without notice or right of demur to recover penalty/ liquidated damages and may award the contract for the remaining period to any one of the other selected bidders/ newly appointed vendor in a ratio to be decided by the Bank at its absolute discretion.

3.2. General Terms and Conditions

3.2.1. Adherence to Terms and Conditions

Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions mentioned in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

The Successful Bidders should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities, card schemes and especially the guidelines issued by RBI with respect to outsourcing and protection of SPDI (sensitive personal data or information) as per IT (Amendment) Act 2008.

Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar assignments. Such feedbacks from high ranking officials would also form part of Service Provider selection and any strong adverse comment/action about product or service would make the bidder ineligible for further assessment/processing.

3.2.2. Execution of Service Level Agreement (SLA)

The successful Bidder shall execute Service Level Agreement with the Bank within two months from the date of acceptance of Letter of Appointment.

Service Level Agreement, shall include overall terms of engagement, product level services, deliverables, clauses of confidentiality, non-disclosure, penalty, indemnity for violation of IPR, trademark, indemnity and terms and

conditions of the services to be extended, any other conditions as may be prescribed by the Bank etc. Scope of Service may be enhanced based on Bank's business needs/Regulatory requirement on an ongoing basis; and The effective date of Agreement would be the date from which the services of the selected bidder will be operationalized.

3.2.3. Other terms and conditions

The West Bengal State Cooperative Bank Ltd. reserves the right to:

1. Reject any and all responses received in response to this RFP
2. Waive or Change any formalities, irregularities or inconsistencies in proposal format
3. Extend the time for submission of bids
4. Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
5. Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
6. Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
7. Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
8. Change the time schedule of the RFP for inviting the bids or evaluation thereof
9. Modify the requirements or any specifications related to eligibility or technicalities.

3.2.4. Escalation matrix

The selected bidders will have to submit the escalation matrix of their organization along with complete contact details. During the tenure of the contract, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. However, the Bank reserves the right to insist the selected bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

3.2.5. Professionalism

The selected bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

3.2.6. Expenses

It may be noted that Bank shall not pay any amount/expenses / charges / fees / training / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the finally agreed price.

3.2.7. Indemnity

1. The bidder shall, at its own expense, indemnify, defend and hold harmless The West Bengal State Cooperative Bank Ltd. and other CCBs / DCCBs and their officers, directors, employees, representatives, agents and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) that may be occurring due to, arising from or relating to:
 - i. A breach, non-performance or inadequate performance by the successful bidder of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this RFP or subsequent agreement;
 - ii. The acts, errors, representations, misrepresentations, wilful misconduct or negligence of the bidder, its employees/agents in performance of its obligations under this RFP or any subsequent Agreement; or
 - iii. Any deficiency in the services of the selected bidder or
 - iv. Violation of any applicable laws by successful bidder, its agents, employees, representatives etc.
2. In the event of bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the vendor.
3. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.
4. Bank shall inform the selected Bidder of all known breaches and claims of indemnification and the selected Bidder shall be required at their expense to remedy the breaches, defend, manage, negotiate, or settle such claims.

3.2.8. Dispute Resolution

Bank and the selected bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with this RFP and subsequent contract. If after 30 days from the commencement of such informal negotiations, Bank and the selected bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to sole Arbitrator appointed by Bank and the award of the sole arbitrator shall be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be at Kolkata.

3.2.9. Force Majeure

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Selected Bidders shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Selected Bidders shall hold consultations in an endeavour to find a solution to the problem.

Notwithstanding above, the decision of the Bank shall be final and binding on the Selected Bidder/s.

3.2.10. Limitation of Liability

1. The Selected Bidder's aggregate liability in connection with obligations undertaken as a part of the project whether arising under this contract regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.
2. The Selected Bidder's liability in case of claims against the Bank resulting from misconduct or gross negligence of the Selected Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
3. The bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party software or modules supplied by the selected bidder as part of this project.

3.2.11. Penalties and Liquidated Damages

1. Selected bidder shall be liable to pay penalty as defined in clause 4.7 of this RFP.
2. If the selected bidder fails to complete the due performance as per the RFP terms and subsequent SLA, Bank reserves the right to terminate the contract and recover Liquidated Damages which is 10 % of contract value.
3. Both the above Penalty and Liquidated Damages are independent of each other and leviable and applicable separately and concurrently.

4. The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected bidder to prove that the delay is attributed to Bank and Force Majeure. The decision taken by Bank in this regard shall be final and selected bidder shall not dispute the same.
5. If the Selected bidder fails to perform its obligation as per this RFP terms and subsequent SLA then Bank reserves the right to get the balance work executed by another vendor as per choice of Bank and non-performing Selected bidder shall be liable to bear the expenditure which Bank may incur for the execution of balance work and its completion.

3.2.12. Negligence

In connection with the work or contravenes the provisions of general terms of this RFP, if the Selected Bidder neglects the work or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality the Bank may after giving notice in writing to the Selected Bidder, calling upon him to make good the failure, neglect or contravention complained of, within such timelines as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the contract holding the Selected Bidder liable for the damages that the Bank may sustain on this behalf. Thereafter, the Bank is to be compensated for the failure at the risk and cost of the selected bidder.

3.2.13. Waiver

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP or subsequent agreement/contract with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

3.2.14. Governing Law

The bid and the subsequent Contract with the selected bidder shall be governed in accordance with the Laws of India and shall be subject to the exclusive Jurisdiction of Courts in Kolkata.

3.2.15. Compliance with laws

1. *Compliance with all applicable laws:* The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees /officers /staff /personnel/representatives/agents from any failure or omission on its part

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

2. *Compliance in obtaining approvals/permissions/licenses:* The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this assignment or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.
3. This indemnification is only a remedy for the Bank. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

3.2.16. Set-off:

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this RFP and subsequent agreements from selected bidder against payments due and payable by Bank for the services rendered, beside the amount of penalty and Liquidated damages. The provisions of this Clause shall survive the termination of this Agreement.

3.2.17. Violation of Terms

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

3.2.18. Authorized Signatory

The selected bidder shall indicate the authorized signatory/ies who can discuss and correspond with the Bank, with regard to the submission of bid and obligations under the contract, if selected.

The selected bidder shall submit at the time of submission of the bid, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to submit an offer, discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

3.2.19. Assignment

Neither the contract nor any rights granted under the contract Shall be sold, leased, assigned or otherwise transferred, in whole or in part, by the selected bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

Bank may assign, in whole or in part, the rights, benefits or obligations of this RFP/ subsequent Agreements to any other person including but not limited to its subsidiaries/ affiliates, without the prior written consent of successful bidder/ Vender. Such an act shall not affect the obligations of the selected Bidder under this project.

3.2.20. Audit and Inspection

1. The Selected Bidder shall allow the Bank, its authorised personnel, its auditors (internal or external), authorised personnel from RBI, other regulatory & statutory authorities or their representatives to conduct the audit of the operations, applications, servers at DC / DRC, documents, records any other information given to, stored or processed by selected bidder within a reasonable time and grant unrestricted right to inspect and audit the operations and records directly related to the services being provided under this RFP, failing which Selected bidder will be liable to pay any charges/ penalty levied by Bank/ RBI / statutory/regulatory body etc.
2. All records with the selected bidder with respect to any matters covered by this RFP shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Bank would execute confidentiality agreement with the Selected Bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, which will be subject to the requirements of statutory and authorities. The Selected Bidder's records and sites managed for the Bank shall also be subject to Regulator/Bank inspection.
3. The Card Scheme Audit, Information security audit, PCI DSS audit or any other relevant audit will be required to be conducted by the selected bidder as per industry standards and results will have to be shared with the Bank.

The Bank may decide, at its discretion to additionally conduct these audits or any other by itself or through a third party.

The selected bidder will have to ensure rectification and compliance of the any of these audit observations on priority and without any additional cost to the Bank.

3.2.21. Non-exclusivity

The arrangement contemplated in this RFP is of non-exclusive nature and either Party is at the liberty to enter similar contracts and arrangements with third parties in respect of the services contemplated under this RFP.

3.2.22. Publicity:

Respondents, either by itself or through its group companies or Associates, shall not use the name and/or trademark/logo of Bank, in any sales or marketing publication or advertisement, or in any other manner. The Selected Bidder shall agree to make no reference to the Bank for the procurement of products and services stipulated hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.

3.2.23. Others

1. The selected Bidder at no point of time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, payment's schedules, time frame for implementation etc. as mentioned in this RFP document. Selected Bidder shall be fully responsible for deviations to terms & conditions, project schedule etc. as proposed in the RFP.
2. The terms and conditions as specified in the RFP, addenda and corrigenda issued by the Bank thereafter are final and binding on the Bidders. In the event, the Bidder is not willing to accept the terms and conditions of Bank, the Bidder may, at sole discretion of Bank, be disqualified.
3. The Bidder represents and agrees to obtain and maintain validity throughout the Contract Period, of all appropriate registrations, permissions, licenses and approvals, which are statutorily required to be obtained by the selected Bidder for performance of the obligations under this RFP and subsequent agreement.
4. The Bidder covenants and represents to Bank, the following:
 - a. It is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation.
 - b. It has the corporate power and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFP. The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary actions.
 - c. The execution, delivery and performance under an Agreement by such Bidder:
 - a. Will not violate or contravene any provision of its documents of incorporation.

- b. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.
- d. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.
- e. To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this RFP and subsequent agreement, and no document furnished or to be furnished to the other party to this RFP and subsequent agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- f. The Bidder shall undertake to provide appropriate and adequate manpower as well as other resources such as hardware, software, application etc. required, to execute the various tasks assigned as part of the Contract, from time to time, if awarded.
- g. Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- h. The Bank expects the benefits from any un-anticipated decrease in supply or service costs over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, to be passed on to bank through re-negotiation. No conflict between the Selected Bidder and the Bank will cause cessation of services due to this. Only by mutual consent, the services can be withdrawn. This would include a transition mechanism, which would normally require 3 to 6 months for migrating to alternate Bidder.
- i. Bank reserves the right to change/add any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on Bank's website at any time prior to the deadline for submission of bids.
- j. If there are conflicting points in the RFP, the Bank reserves the right to take a position on the conflicting issue which will be binding on the Bidder any time during the period of contract. No appeal will be entertained.

- k. The selected bidder is responsible for managing the activities of its personnel and will be accountable for. The Selected Bidders shall be vicariously liable for any acts, deeds or things done by their employees, agents, etc. which is outside the scope of power vested or instructions issued by Bank. Selected bidder shall be the principal employer of the employees, agents, etc. engaged by selected Bidder. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents etc. by the selected Bidder, for any assignment under the contract entered into under this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, etc. of the selected Bidder shall be paid by selected Bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of selected Bidder's employee, agents, etc.
5. Proposals should follow the format established in this document.
6. All correspondence, unless otherwise mentioned, should be addressed to:

The Managing Director
The West Bengal State Co-operative Bank
24A, Waterloo Street, Kolkata - 700069

7. Clarifications/queries, if any, should be directed to:

The IT Consultant
The West Bengal State Cooperative Bank Ltd.
24A, Waterloo Street
Kolkata - 700069

Questions should be submitted prior to date mentioned so that response shall be provided to all the vendors.

8. RFP document is not transferable.
9. As part of this solution and offering, vendor must supply RuPay based EMV card purpose for bank's various branches listed in Annexure - A. The interfacing / integration must be support with RuPay system connected to CBS.
10. The RFP should be quoted as per the given format; no changes should be made in this RFP document. The vendor is not liberal to quote for new technical solutions or specifications separately.
11. RFP must be uploaded on or before due date and time stipulated. RFP uploaded after due date & time will not be accepted.
12. Proposal submitted by Telex / Fax / Telegrams / E-mail / Post or any other similar manner will not be accepted.
13. Proposals may not be withdrawn after submission and shall be valid for a period of 180 days.

14. Proposals must in organized, structured and indexed manner. Brochures / leaflets and other documents with index, if not organized in index manner and documents not found at the time of RFP scrutiny, bank will reject the RFP. No communication in this regard will be entertained.
15. The vendors must identify by name, title, and telephone number, the person(s) in their organization to who Bank can address questions during the evaluation of proposals.
16. An authorized officer of the vendor shall sign proposal(s) (supported by appropriate documentation). Any erasures or other changes included on any project submission shall bear the signature of the authorized officer only.
17. The proposal should be complete in all respects and contain all information asked for, along with all the technical/product details. The Proposal should include all items asked for in the attached Annexure. Impression of company seal is required on each page of this RFP document and same should signed by company's authorized representative
18. Each page of original RFP document must duly sign & stamped as a token of acceptance of terms & condition. Original RFP Document must be submitted along with the offer; otherwise the RFP will be rejected.
19. If, in the opinion of Bank, a proposal / quote/documents contain false or misleading statements or references that do not support a function, attribute, capability or condition as contended by the vendor, it shall be rejected.
20. The terms and conditions applicable to any resulting contract are those contained herein. Any different or additional terms contained in bidder's purchase order acknowledgement or other document, are unacceptable to Bank and may be rejected.
21. The bank reserves the right to contact any Vendor, Client/Bank for clarification or information submitted, to contact current and past customers of the vendor and to use other sources of obtaining information regarding the Vendor, which may be deemed appropriate and would assist in the evaluation

22. Questions/Clarification and Answers

The questions/queries/clarification if any should be reach to bank before two days of last date of submission. The bank will revert with the answers and clarifications in 48 hours.

The vendor should deliver cards at respective banks' Head Offices / direct to the branches of the Banks.

The bank reserves the right to enter into a contract based upon proposals received without further discussion on such proposals. Accordingly, proposal should be submitted with the vendor's best and competitive price, delivery and service capabilities. Bank may/if require, will negotiate on price with

vendor/s.

23. Process of RFP

- a) RFPs will be opened in front of bank's Approved Committee and Management staff and in presence vendor's representative. The date of opening of RFP document will be circulated to all participated vendor by an e-mail, phone call and fax. First, bank will open only Technical offer. The first scrutiny and selection of eligible vendors for next process will be based on the documents submitted along with RFP document.
- b) The Bank will first scrutinize technical offers submitted by vendor to determine whether they are complete and matching with the eligibility criteria and conditions mentioned in RFP document.
- c) Commercial Bids will be opened only for the vendors found eligible after scrutiny of the Technical Bid documents. Bank's decision will be exclusive and final. Opening of commercial bid will be advised in due course of time. The commercial proposal of only technically eligible vendor/s will be opened in front bank's management and vendor/s representative. The date of commercial offer opening will be decided as per the convenience of bank and informed to vendor/s through e- mail/fax/phone.
- d) Post security of offers/RFPs, bank will inform eligible for negotiation or any decision that bank may take.
- e) The non-eligible vendors will be informed by fax /e-mail/postal service, EMD of all such vendors will be returned.
- f) The vendor will be selected as per conditions and criteria mentioned in the RFP document.

24. The vendor has to start delivery of the DEBIT CARDS / KCC within **30 days** from the date of Work Order. The necessary media, documents should be provided by vendor to bank.

25. At the discretion of the Bank, there will be acceptance test before delivery inspection as per procedure conducted by the vendor in presence of the bank officials In case of serious discrepancy in Debit cards, Bank may cancel the entire work order and return the equipment back to the vendor.

26. Payment Terms and Pricing:

- i. Prices quoted should be exclusive of taxes.
- ii. 50 % advance along with Purchase Order.
- iii. 50 % on delivery at Bank's Head Office.

27. The Bank reserves the right to alter the any quantities specified in the RFP.

28. Any publicity by the vendor in which the name of bank is to be used should be done only with the explicit written permission of the bank.
29. The agreement shall be signed between Bank and the successful Vendor for proper installation, operations and maintenance of supplied material.
30. This RFP is subject to standard Force Majeure and the bank reserves the rights to reject one or all RFPs without assigning any reason.
31. For any dispute, Kolkata will be the sole jurisdiction.

Section 4:

Eligibility Criteria, Scope of Work, Evaluation Methodology, Period etc.

4.1. Eligibility Criteria

Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria shall be rejected:

1. The bidder or bidder's holding Company should have minimum annual turnover of Rs. 50.00 crores in each year in the last 3 financial years i.e. 2016-17, 2017-18 & 2018-19 from the business from Indian operations. The copies of audited Profit & Loss accounts and Balance Sheets with auditor's note are to be submitted.
2. The bidder should be profit making institution for at least 2 years out of the last 3 financial years i.e. 2016-17, 2017-18 & 2018-19 with a positive net worth. A copy of audited balance sheets and profit & loss for the immediate previous three years must be submitted with the technical offer.
3. Bidder should have all required statutory licenses / registration like GST, factory license/ Shop establishment license, TIN, etc.
4. The bidder should have an experience of at least Two (2) years for supply / Personalization of EMV chip based Credit/ Debit banking Cards of RuPay network. Bidder should have supplied and personalised at least 50,00,000 (Fifty Lacs) for EMV contact RuPay network as on the date of submission of bid to any public sector banks/ Private sector Banks/Co-operative Bank in India. Clear documentary proof relating to execution of the order is to be submitted with the bid.
5. A bidder should be RuPay and NPCI certified EMV Contact card plastic vendor in India having necessary in-house infrastructure for manufacture, personalization and making ready for dispatch of EMV contact debit cards, as on the date of this RFP
6. The bidder should have their card personalization bureau and Senior Management Personnel based in India to take care of the requirements and decisions related to the activities under this RFP.
7. Bidders should be capable of supplying and personalizing EMV contact debit cards / KCC up to 1 lac in a month and minimum 5,000 per day. But Bank may issue orders any quantity anytime less than specified above.

8. The bidder should not have been blacklisted/ barred / disqualified by any regulator/ statutory body or bank/ organization during last 3 years. Declaration to this effect is to be submitted on Company's letter head.

Bidder must comply with all the eligibility criteria. Non-compliance of any of the criteria will result in rejection of the offer summarily. Attested photocopies of relevant documents / certificates/ proof of experience etc. should be submitted / uploaded as support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

Please note that the eligibility criteria mentioned in this section are only indicative and Bank, at its discretion, may alter these criteria without assigning any reasons.

4.2. Scope of work

The detailed scope of works include supply of EMV Contact Card plastic, personalisation, supply of collaterals (welcome kit stationery), inventory control of card and all the relevant stationery its administration and making them ready for dispatch and coordination with courier, India post with details as under:

- a. Projected volumes of card requirement for a period up to October, 2022 for Bank including all CCBs / DCCBs under COOPCBS2010 platform in West Bengal:

| Sr. No | Card Variant (Classic/ Platinum etc.) | Quantity |
|--------|--|--------------------|
| 1 | RuPay EMV contact debit cards, Including RuPay KC Cards, with magstripe (including all CCBs / DCCBs under COOPCBS2010 platform in West Bengal) | 4-5 lacs (Approx.) |

The above quantity includes personalised and non-personalised cards.

While State Cooperative Bank and CCBs and DCCBs will place order for their requirements individually, the total quarterly requirement volume of orders for all Banks for card plastic in case of variants based on approximate requirement of 3 months will be 50,000. The bidders will have to bid for rates based on supply of cards in lots up to 20,000.

- b. **Change of Quantities**

The projected volumes for different card variants mentioned above at 4.2.a in this RFP are only indicative requirements up to October 2022 and **based on the current consumptions and not a commitment by the Bank**. However, the actual requirement may vary widely due to any reasons and Bank may not procure any variant also. The Bank has right to change the quantities for cards and stationery specified herein between variants, in the event of changes in Banks' plans/ policies/ regulatory guidelines etc.

- c. **Card plastic supply:**

The specifications of the EMV card plastic to be supplied are as under:

- i. Manufactured by a RuPay, NPCI certified EMV card manufacturer.
- ii. As per the design provided by the Bank and guidelines by respective card scheme
- iii. **Magnetic stripe:** HICO 2750 Qersted and ISO standards for encoding & location of Track 1, 2 & 3, ISO/IEC 7813.

- iv. **White Plastic Standard:** ISO/IEC 7810- ID1
- v. **Signature panel :** Tamper evident signature panel with security pattern of respective card scheme with CVV/ CVC/CVD number printed as per card scheme requirements
- vi. Laminated finish

vii. EMV Chip Specifications

Contact card:

1. Compliant to ISO/IEC 7816 Standards
2. Physical Card ID1 format
3. Card- PVC Material with 800 micron thickness (+ / - 5%) as per NPCI Specification
4. Microprocessor based IC Card 12 KB JAVA DDA on FLASH / EEPROM or higher colour: gold plated
5. Minimum 8 bit CPU
6. RAM 6 KB
7. Secure Hardware Crypto Coprocessor RSA /ECC, 3DES /3KTDDES, AES
8. Common Criteria (EAL): EMVCo and CC(EAL5+)
9. Memory secure encryption for RAM, ROM and EEPROM
10. Counter Measures against side channel attacks (SPA & DPA)
11. Write Endurance: 300000 cycles or more
12. Data Retention: more than 10 years
13. Unique ID for each chip
14. Operating System should be hard masked on ROM or Flash based
15. Operating system should be Java 2.2.x or higher
16. Platform should be Global Platform 2.1.x or higher version
17. EMV Authentications Method Supported – DDA/CDA
18. Support for EMV financial applications using Chip and PIN:
RuPay DPAS v1.1
19. Milling and embedding the chip on the card as per Visa, MasterCard, NPCI guidelines as the case may be

d. Card plastic personalisation, administration of welcome kit and making ready for dispatch:

The card plastic personalization process to be followed is as under:

- i. The card personalisation should be done strictly as per RuPay and NPCI guidelines for EMV chip cards including data preparation. Bank will provide data multiple times through SFTP upto 11 PM. The personalized cards as per process detailed herein will have to be handed over to the courier/ India Post designated by the bank on next working day of receipt of data.

- ii. The encrypted card production file for the cards generated from the card management software will be sent by Bank through a secured FTP channel (to be provided by the selected bidders) to the selected bidders for personalization including data preparation.
- iii. Personalization of the card plastic includes Magnetic Stripe & EMV Chip encoding, Front indenting and Rear Indenting.
- iv. Welcome Letter personalization-The selected bidders have to print the customer details (such as Account number (masked), Customer name, Customer full address, Branch name, contact no., batch details, AWB no. – in case of direct dispatch of cards to customers etc.) on the welcome letter, print the card number in the space provided in welcome letter and the full branch address on the top right hand side.
- v. Personalized Card to be pasted on the welcome letter.
- vi. Stuffing of the Welcome Letter along with other welcome kit stationary items (i.e. Card pouch, terms and conditions booklet, leaflets, etc.) in the card envelope. In case of non-personalised (insta) cards, Bank will arrange delivery of PIN mailers individually stuffed in an envelope (after PIN printing) at the personalization bureau of the selected bidder. Selected Bidder will have to stuff these individual PIN mailers in individual card envelope after required matching.
- vii. The selected vender is to develop a highly secured system for online submission of different types of requisitions related to card issue, PIN reset, hot-listing, extension of validity etc. from the Bank branches to the Service Providers helpdesk. Details process will be shared with selected vendor.
- viii. Currently Bank dispatches some category of cards directly to individual customer's communication address and some to the respective branch. Selected Bidder will have to setup their systems accordingly.
- ix. Printing of list for details of cards branch-wise in case of branch dispatch.
- x. Matching the number of kits with the list per branch and Insertion of card packets & list in respective branch packets. Maximum number of kits per branch packet as advised at point 4.2.e.c of this RFP has to be followed.
- xi. Printing and affixing branch address label on the branch packet with details such as Branch code & full communication address, Batch no., Serviceable mode (Courier/India Post), Barcode/AWB no. of courier, weight of the packet etc. in case of branch dispatch.
- xii. Sorting of Branch packets into serviceable by Bank's designated courier and India Post.
- xiii. In case of the CCBs / DCCBs, the branch-wise packets have to be sorted administrative office wise and handed over in bulk consignments.
- xiv. Handover of packets to Bank's designated courier/ India Post with details in hardcopy and softcopy as required by the couriers/ India Post.
- xv. Batch wise report to be provided on daily basis with all details (batch no, branch-wise cards dispatched count, number of packets) to the Bank.

- xvi. Selected bidder will build necessary controls and security for card file processing like end to end encryption. After personalization of cards, the selected bidders must have a mechanism in place to ensure that the embossed files are deleted immediately, automatically and permanently as per the security guidelines of RuPay, NPCI etc.
- xvii. Currently, all the cards and welcome letter are personalized in English. However, in case Bank decides, selected bidder will have to arrange for personalization in other languages also.

All the above-mentioned activities associated with Personalisation and Administration of cards have to be done in-house by the selected bidders and cannot be sub contracted. Please note that the actual payment to the designated courier/ India Posts for dispatch of cards to branches/ customer's communication address will be made by the Bank and should not be factored in the pricing.

e. Welcome Kit stationery items:

Specification of Welcome Kit Stationery items for Bank:

| S. No. | Product | Specifications |
|--------|--|---|
| 1 | Window Envelopes with top open (Card Envelope) | <ul style="list-style-type: none"> ● Flap with Strip gumming ● No. of windows : 1 / 2 ● Envelop Size: 9.5 (w) x 4.5 (h) inches (slightly higher size for insta cards to accommodate PIN mailer envelope) ● Window Size: 4.2" x 2" ● 4 colours printing, ● 130 GSM Art Paper, full BOPP Lamination inside (min. 10 micron). ● Finishing: Die Cutting, Lamination and window envelope making, Gumming Strip with release ● Matter in : English |
| 2 | Welcome letter | <ul style="list-style-type: none"> ● Back to Back in English and Bengali ● Size: A4 (21 cm(W) X 29.7 cm(H)), ● 4 Colour printing on both sides, ● 100 GSM Super Sunshine paper ● Matter in : English and Bengali |
| 3 | Paper Laminated Pouch | <ul style="list-style-type: none"> ● Size 91.6 mm(W) X 59.98 mm(H), ● 4 Colour printing (front & back), ● 170 GSM Art Paper, ● Finishing: Lamination one side and Die punching & Pouch making ● Lamination - BOPP outside ● Matter in : English |

| S. No. | Product | Specifications |
|--------|----------------------------|---|
| 4 | Terms & Conditions Booklet | <ul style="list-style-type: none"> ● Single page size 4 X 8 inches (close) ● Double page size 7.2 X 8 inches ● Total Pages : 4(cover) +20(inside pages) ● Paper : (i) Cover: 130 Gsm Art Paper, (ii) Inside pages: 80 GSM Maplitho ● Printing: (i) Cover: Four colour one side (ii) Inside Pages: One Colour both side ● Matter in : English and Bengali ● Finishing: Folding and centre pinning |
| 5 | Leaflets (Variant-wise) | <ul style="list-style-type: none"> ● Close Size: 3.6 X 8 inches ● Open Size: 7.2 X 8 inches ● Paper : 90 GSM Matte Art Paper ● Printing : 4 colours on one side ● Matter in : English and Bengali |
| 6 | User Guide | <ul style="list-style-type: none"> ● Back to Back in English and Bengali ● Size: 10" x 15" (open size) ● Paper: 90 GSM Art Paper ● Printing: four colors ● Finishing: Folding (5 fold) |

Note:

- a) All welcome kit stationery items (except variant wise leaflet) are common for all the variants except Kisan Credit Cards.
- b) In case Bank requires, vendor will have to arrange for printing the welcome kit stationery in Hindi and/ or other Regional Language along with English.
- c) For Kisan Credit Cards, all items for Bank kit will be required with following difference:
 - i. Different artwork
 - ii. T & C booklet will be in as per design given by Bank

f. Setup and implementation activities

- i. **Test Key exchange and dispatch of white card plastic for testing:** This activity should be completed within 5 working days from the date of providing all the requirements by Bank for respective variants and card schemes.
- ii. **Submission of Card plastic design for approval:** The proof should be submitted within 2 working days to the Bank for approval. Submission to the card scheme should be completed within 2 working days from the date of receipt of design approval from the Bank. This activity has to start in parallel and immediately on receipt of the purchase order. In case of delays beyond 3 days, it should be

communicated to the Bank immediately for necessary follow up with the scheme. Approved artwork in .cdr or any other standard format to be provided to the Bank.

- iii. **Supply of card plastic:** The card plastic should be available for personalisation within 4 weeks from the date of design approval from respective card scheme.
- iv. **Production Key exchange:** This activity should be completed within 2 weeks from the date of receipt of white plastic approval from the respective card scheme including bank dependencies.
- v. **Approval for artwork and sample for welcome kit stationery items:** Upon receipt of the design from the Bank, the selected bidder shall provide the proof for approval to the Bank within 3 working days. Changes to the proofs, if any suggested by the Bank be carried out immediately. The welcome kit should be available well in time before completion of the card plastic approval and delivery. The selected bidders should provide the finalized artwork in .cdr / .ai/ any other appropriate editable format to the Bank. Any changes in between should be carried out and stationery item be changed accordingly.
- vi. **Welcome letter personalisation, branch list, branch address label printing:** The Bank will provide the formats for these activities immediately with the work order. Selected bidders will have to customize all these activities as per requirements within 2 weeks from the date of work order.

Note: No separate charges will be payable by the Bank to the selected bidders for the key exchange activity, test cards/white plastics, card design approval process, dispatch of test card/white plastics/sample physical cards for approval or for any other activity as required by RuPy Card/NPCI in the EMV chip card approval, welcome kit artwork preparation, changes to the design, etc. during the contract period.

g. **MIS Reports:**

Selected bidders are required to provide following MIS reports (as per Bank's format for uploading data into Bank's/ third party portal) in softcopy as per the periodicity mentioned:

- a. Card personalisation and Dispatch report (daily)
- b. Connection file for all couriers with tracking number details (daily)
- c. Card plastic and stationery stock report (daily)
- d. Any other related report required by the Bank (as and when required).

Bidder should provide access of their portal to the Bank to enable bank to have real time updation of card personalisations activities.

h. **Quality**

- i. Quality of the plastic cards will be determined on the criterions of quality and position of magnetic Stripe & chip, thickness of the Card plastic, lamination quality, clarity and durability of contents printed on the card, overall look & feel, rejection ratio etc.
- ii. The quality of card personalization will be determined based on the look and durability of the data printed and encoded on the card.
- iii. The quality of welcome kit items will be determined based on the paper quality, GSM of the paper, quality of printing, gumming/ pasting, durability, overall look & feel.

- iv. The bidder should ensure that the welcome kit is handed over to the courier, India post in good condition and ensured it is handed over to them in closed environment and under security.

The selected bidder shall ensure that all materials supplied/ services provided shall be of superior quality, strict compliance with the given specifications and suitable for the intended purpose. The Bank may reject and return at the risk and cost of the selected bidder/s, any defective deliveries or the deliveries not confirming to the specifications/ proofs approved by the Bank and RuPay / NPCI. The Bank's decision will be final regarding quality and acceptability of the goods.

i. Card Plastics & Welcome Kits inventory

The selected bidder should stock the printed welcome kits and procured/manufactured card plastics following the RuPay / NPCI guidelines as the case may be. The selected bidder has to maintain proper record of item-wise opening stock, consumption and the closing stock of cards and welcome kits on a daily basis and communicate the same to Bank on daily basis. The stock shall be subject to periodic audit by the Bank/regulator or its representatives and the selected bidder should make necessary arrangements for the same. The selected bidder has to ensure that sufficient stock of card plastic and welcome kits of each variant are available at any point of time to ensure smooth and uninterrupted card issuance.

The selected bidder has to arrive at a reorder level for procuring the plastics and welcome kits (based on Bank's forecasts, actual consumption, lead time for procurement etc.) and initiate the measures for procuring new lot of plastics and welcome kits in consultation with the Bank sufficiently in advance.

j. Future modifications/ enhancements

In case the Bank joins any other payment network / Bank and/ or begins issuance of cards for any other subsidiary/ associate in future, the selected bidder should accommodate the same without any additional cost to the Bank.

In the event of any modifications/ changes in the process of personalisation/ administration or changes in the specifications for any of the deliverables, etc., selected bidders will have to accommodate the same at no additional cost to the Bank.

k. Location of the bureau:

In case the selected bidder has more than one bureau at different locations, the selected bidder will have to personalise the cards only from the bureau of Bank's choice. The criteria for choice of the location by the Bank includes but not limited to customer base in the region, convenience, cost of dispatch etc.

l. Working on Saturdays:

The selected bidder will have to carry out the activities mentioned under this RFP on all Saturdays also except public holidays. For the purpose of calculating penalty, Saturdays will also be considered.

- m. The selected Bidder must strictly adhere to the delivery dates or lead times including the timelines. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (related to this RFP) due to the selected Bidder's inability to perform as per the terms of

this RFP and subsequent SLA that selected Bidder will be responsible for any additional re-procurement costs suffered by the Bank. The liability of re-procurement costs in such an event could be limited to the amount additionally spent by Bank for procuring similar deliverables and services.

- n. The selected Bidder shall ensure that they are capable of meeting Bank's current and terminal year business volumes.

4.3. Period of Contract

The tenure of the contract for cards plastic supply will be up to October 2022 with an option to further extend the same by a period up to Two year at discretion of the bank. The performance of the bidder during the tenure of the Contract shall be reviewed by the Bank from time to time.

For cards personalisation, collaterals supply and administration, the tenure of the contract shall be valid till all ordered cards are personalised and subject to the terms and conditions mentioned in this tender.

4.4. Evaluation Methodology

The objective of adopting this evaluation methodology is to facilitate the selection of the eligible Bidders who propose the best offer over a period of the contract. The commercial evaluation would be based on the Total Cost of procurement for the estimated volume except taxes. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.

Opening of bids

- **Opening of Eligibility cum Technical bid**

- a. The Eligibility cum Technical bid shall be opened in the presence of Bidders as mentioned in "Schedule of Activities". The Bidder's representative may be present during the bid opening at our office address mentioned above well in time along with the authorization letter from their Company and those who are present shall sign a register evidencing their attendance. Only one representative per bidder is allowed.
- b. Bank however reserves the right to change the date & time for opening of Eligibility cum Technical bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the Bidders by putting up on the Bank's website for enabling them to be present during the Bid opening.

- **Opening of Commercial bid**

After eligibility cum technical bid evaluation is completed, Bank will open commercial bids of eligible and technically qualified bidders only in presence of technically qualified bidders' representatives who chose to attend. The date of opening of commercial bids will be intimated to the Bidders who have been successful in Eligibility cum Technical Bid evaluation.

Evaluation of Bids

The bid evaluation will be a *two-phase* process:-

- ✓ Phase I – Eligibility cum Technical Bid Evaluation
- ✓ Phase II – Commercial Bid Evaluation

The Evaluation will be based on the following broad parameters:

- ✓ Ability to meet Requirements
- ✓ Ability to meet detailed Technical Requirements
- ✓ Implementation Capabilities
- ✓ Work orders executed so far
- ✓ Total cost of procurement

All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any respondent of this RFP.

a) Phase I - Eligibility cum Technical Criteria Evaluation

The Eligibility cum technical bids will undergo a detailed evaluation as per the terms and conditions of this RFP.

The Bidder needs to comply with all the eligibility criteria mentioned in **Annexure A**. Bank will evaluate the respondents on each eligibility criterion severally as per the matrix specified in **Annexure – D** and satisfy itself beyond doubt on the Respondent’s ability / position to meet the criteria.

Technical assessment shall broadly cover the following:

1. Submissions made by bidders and the supporting documents submitted in their response to this RFP as per the template provided.
2. References provided by the bidder/gathered by the bank about the services rendered by the bidder.

This evaluation will be carried out on a total score of 100 on the basis of the following broad evaluation parameters defined in this section:

| No | Proposal Bid Evaluation | Percentage |
|--|--|-------------|
| 1 | Credential strengths, financials, statutory compliances etc. | 20% |
| 2 | Experience in providing similar services, volumes handled and period | 50% |
| 3 | Manufacturing and / or personalisation Capacity, number and type of machines available, backup arrangements available, manpower etc. | 30% |
| Maximum Technical Proposal Bid Evaluation Score | | 100% |

Minimum prescribed bid evaluation score for being technically qualified: Overall 70%

During evaluation of the eligibility cum technical bid, Bank may seek clarifications from the Bidder on the bid submitted by the Bidder.

The Bank’s team may visit / verify the references/ proof of experience of the organisations listed in the Bid submitted by the Bidder for veracity of the response of the Bidder in its Bid. The observations of Bank’s team/ response of the verification of references and interaction with the officials concerned of such organisations will be considered for the purpose of technical evaluation of the Bids. The co-operation from the bidder for arranging such site visits is expected.

Those respondents who qualify on **ALL** the criteria will only be considered as “Technically Qualified” of evaluation and will be considered for commercial bid evaluation under phase II. Bank, therefore, requests that only those Respondents who are sure of meeting all the eligibility criteria need to respond to this RFP process.

In case sufficient number of the participant bidders (i.e. min.5 bidders) does not scores 70% marks or more in the eligibility cum technical evaluation, the commercial bid of top 5 bidders may be opened at the sole discretion of the bank.

b) Phase II - Commercial Bid Evaluation

The commercial proposals of short-listed bidders shall be opened and evaluated as per the RFP guidelines. Post completion of the detailed commercial evaluation the final ranking of the bidders would be done.

If the commercial quote is incomplete either for not providing quote for all required supply & services, it shall be presumed that the services shall be provided without any additional cost to the Bank. The Bank may, however, in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete. If it is found at any stage (before or after selection) that there is a calculation (addition, subtraction, multiplication or division) mistake, then the final totalled price, notwithstanding the mistake, shall be considered as the offer price for evaluation. However, the price payable shall be the lower of the "correct total" and "incorrect total".

If the Bidder does not accept the correction of such errors as per the above criteria, their bid will be rejected and the EMD will be forfeited.

In the event the Bidder has omitted to quote for any line item in the commercial bid, Bank would take the highest price quoted by any of the participating Bidders as the cost for such line item for arriving at the total cost for the purpose of evaluation of the defaulting/deviating Bidders. However, the same shall be provided by the defaulting/deviating Bidder, in case selected at no cost to Bank for the period of the contract.

For arriving at the total cost for price comparisons, the total cost of card supply, personalisation, welcome kit supply, its management and handing over to the courier designated by the Bank for all the variants given in the projected volumes would be considered.

Key points to note:

- **Preliminary Scrutiny** – Bank will do preliminary examination of bids to know whether they are complete in all respects, whether any computational errors have been made, whether required technical documentation has been furnished, whether the documents have been properly signed, whether items are quoted as per the schedule and whether the bids are generally in order. Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Bidders and Bank reserves the right for such waivers and Bank's decision in the matter will be final.
- **Clarification of Offers** – To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all Bidders for clarification on their offer. Bank has the right to disqualify the Bidder whose clarification is found not suitable to the requirements.
- **No Commitment to Accept Lowest bid or Any Tender** – Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.
- Bank concludes that everything as mentioned in the RFP documents and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidder. In the event Bank has not asked for any quotes for alternative prices and the Bidder furnishes the alternative price in the Bidder's commercial bid, the higher of the prices will be taken for calculating and arriving at the total costing. However, payment by Bank will be made at the lower price.

- The Bank is not responsible for any assumptions or judgments made by the Bidder for arriving at any type of sizing or costing.
- Bank would like to expressly state that any assumptions, terms, conditions, deviations etc. which the Bidder includes in any part of the Bidder's response to this RFP, will not be considered either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc. have been accepted by Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumptions, terms, conditions, deviations etc. in the Bidder's response to this RFP.
- During the preliminary examination, Bank will also verify whether the Bidder has responded in full to the RFP or whether it is partial or conditional. The bids that are incomplete or conditional are liable to be rejected.

4.5. Payment terms

For supply of Card plastic, the Bank will make payment within 15 days of submission of the invoice (with all required supporting documents) or receipt of written clarifications on the invoice sought by the Bank whichever is later, after proper delivery of the complete order of cards plastics. Part payment shall not be allowed in case of partial delivery. However, safe keeping of the cards' plastic and maintenance of the same will be at the risk and responsibility of the selected bidders.

In the case of Card personalization and welcome kits, the Bank will make payment on a monthly basis after deducting penalty if any as per this RFP within 15 days of submission of the invoices (with all required supporting documents) or receipt of written clarifications on the invoice sought by the Bank whichever is later, after proper completion of the personalization, administration, stuffing and dispatch of the cards pertaining to the data supplied by the Bank.

The Bank will not make any advance payment. The Bank will only pay for services availed by the Bank. The Bank will not pay or is not bound to pay for services not procured/ availed by the Bank. The Bank shall have the right to withhold any payment due to the Selected Bidders, in case of delays or defaults on the part of the Selected Bidders. Such withholding of payment shall not amount to a default on the part of the Bank. TDS or any other applicable tax will be deducted at the applicable rate as per provisions of the applicable law.

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. If any of the services as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost quoted by the bidder in the price bid against such services. There shall be no escalation in the prices once the prices are fixed and agreed by the Bank and the vendors till completion of the contract period. Also, the payments for each month will be made only after the acceptance/verification of the invoice by the Bank for that month. The Bank shall pay the amount due under this RFP and subsequent agreement.

The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within fifteen (15) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.

Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within fifteen (15) Days of the settlement of such disputes.

Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

4.6. Work Order

The Bank will issue work order to the successful Bidder as per the terms of this RFP after completion of RFP process. Upon issuance of work order, the selected Bidders should submit written acceptance to the Bank within 2 working days of date of receipt of the work order.

4.7. Penalty

1. Card plastic supply:

In case of delay in supply, the selected bidder shall be liable for penalty of 1% of the value of lot per delayed week or part thereof. e.g. Bank issues a work order of 50,000 cards on 01/04/2020 and rates finalised with successful bidder is Rs 15/- (per card), successful vendor should ensure delivery of 50,000 card plastic latest by 28/04/2020 (4 weeks). If 30,000 card plastic is delivered by vendor on 26/04/2020 and remaining 20,000 on 10/05/2020, the delivery of 20,000 cards is delayed by 12 days. Hence a penalty of $1\% \times 15$ (card plastic cost) $\times 20,000$ (quantity delayed) $\times 2$ (delay in terms of weeks or part thereof) = Rs 6,000 will be levied and deducted from the payment of invoice for supply of that lot of card plastic.

If the cards supplied have serious manufacturing and/or quality issues, the lots will be rejected and no payments will be made/ payments if already made will be adjusted in subsequent invoice.

2. Card Personalisation:

If the selected bidder fails to personalise the cards (including welcome kits management) and handover the cards to the Bank's designated courier agency within 2 working days of receipt of data file subject to maximum of 5,000 cards per day (averaged over a particular week) per bidder, then the selected bidder shall be liable for penalty of Rs. 1/- per card per day for the number of cards personalised less than 5,000 per day (averaged over a particular week). Priority cards will have to be personalised and dispatched on the same day at the address provided by us.

3. Any wastage in case of card plastic shall be deducted from the payment of the selected bidder OR selected bidder will arrange to supply such quantity wasted.
4. The Penalty amount at actual will be recovered from the payment due to the Selected Bidders.
5. Penalty applicable as above due to delay caused by force majeure events may be waived.
6. In case of wrong indenting/ labelling/ stuffing of the packets including stuffing of wrong kit to wrong cards, etc. in these cases, Rs.1,000 per card kit will be deducted from the payment of the selected vendor.

(The above will include the case of wrong personalisation or wrong stuffing and the selected bidder shall be liable for penalty which shall be amounting to the cost of plastic supply, personalisation and delivery of the card to the recipient. Also if any fraud occur due to wrong stuffing then the loss to the customer will be payable by the selected bidder in actual. This penalty charges shall be over and above Rs.1,000 per card kit as stated above.)

7. For not providing the MIS file/ reports within 2 working days after the due date as mentioned in the scope of works, penalty of Rs.1,000 per day per file will be deducted from the monthly payments.

4.8. Governance Structure

A formal governance structure and engagement model will need to be constituted with representation from Selected Bidders and Bank to review the ongoing performance and operations of the Contract. The frequency of the reviews / meetings, agenda / MIS / dashboards to be shared, representation hierarchy, escalation matrix etc. will need to be formulated and adhered to.

It is expected that the functioning under the contract will be comprehensively reviewed periodically with the constituted officers/executives committee in Kolkata. However, it is possible that at short notice, senior management of the Bank may wish to conduct more frequent reviews for which the selected bidder needs to agree.

4.9. Termination

The Bank will also be entitled to terminate any subsequent agreement, if the Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and such breach is not cured within thirty (30) Days after Bank gives written notice; OR

If such breach is not of the type that could be cured within thirty (30) Days and the Vendor fails to provide the Bank, within thirty (30) Days, a reasonable plan acceptable to the Bank to cure such breach.

Further, the Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank in the event of any of the defaults occurred and the same is not rectified within 30 days from the date of receipt of intimation from the Bank with respect of occurrence of such default in case of:

1. The selected bidder commits a breach of any of the terms and conditions of the RFP/contract.
2. The execution of the contract by the selected bidder is found to be unsatisfactory.
3. Supply of substandard material/services or delay in implementation, supply & services.
4. If deductions on account of penalty exceeds more than 3 times in a financial year.
5. There is a change of control of the selected vendor (and for these purposes change of control means there is a change in the legal, beneficial or equitable ownership of 50% or more of the aggregate of all voting equity interests in the selected vendor) and the person or persons acquiring control of the selected vendor are persons whom Bank reasonably considers to be competitors of Bank or organizations about which Bank has reasonable grounds for believing that selected vendor will not be able to meet the material obligations contained in the RFP/contract.
6. Any other appropriate reason.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another vendor of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to make alternative arrangements. This clause is applicable, if for any reason, the contract is cancelled.

In the event of termination, card plastics already procured as per Bank's required quality, Bank at its sole option may lift the stock at its own cost and the selected bidder shall co-operate for the same (including providing all information and knowhow required for personalization of these cards) without any additional cost to the Bank.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

In addition to this the tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- The other Party becomes the subject of a court order for its winding up.
- An attachment is levied or continues to be levied for a period of 7 days upon effect of the bid.

The bidders agree and undertake that an exit by the selected bidder at any point in time resulting due to termination of this Tender and subsequent Agreement for any reason whatsoever would be a time consuming process over a period and only after completion of the Vendor's obligations under a transition mechanism. During this period of Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry and date of receipt of clear undisputed invoice whichever is later, all the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this contract and subsequent Agreement, the rights granted to Vendor shall immediately terminate.

4.10. Effect of Termination

The Bank expects the benefits from any un-anticipated decrease in supply or service costs over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, to be passed on to bank through re-negotiation. No conflict between the Selected Bidder and the Bank will cause cessation of services due to this. Only by mutual consent the services can be withdrawn. This would include a transition mechanism, which would normally require 3 to 6 months for migrating to alternate Service Provider.

Notwithstanding termination of the contract in whole or in respect of any part of the Services for any reason, the contract continues in force to the extent necessary to give effect to those of its provisions which expressly or implicitly have effect after termination; and

Where Bank terminates any Part of the contract, the parties shall continue to perform their respective obligations under the contract in respect of other parts where there has been no termination.

In the event of partial termination, amounts will be payable for portions of the supplies/ services not terminated and being provided by the selected vendor after partial termination. However, this payment will be made after providing the supply /services as per the payment terms.

4.11. Intellectual property rights

The selected bidder shall ensure that it has obtained appropriate rights to provide the Deliverables as per the terms and conditions contained in this RFP.

The selected bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by selected bidder in performing its obligations under this contract.

If a third party's claim endangers or disrupts Bank's activities, the Vendor shall at no further expense, charge, fees or costs to the Bank, obtain a license/ authorisation so that the Bank may continue avail services in accordance with the terms of this Tender and subsequent Agreement.

4.12. Due diligence on employees before appointment & Staff Retention Program

The Selected bidder should put in place adequate & verifiable process for conducting due diligence on its employees prior to their appointment by way of verifications of their academic/other credentials including police verification wherever necessary. The Selected bidder will put in place systems to ensure that the resources are not changed frequently for its internal reasons.

The Bank reserves the right to seek replacement of any staff whose performance / conduct is not satisfactory or their continuation affects the reputation of the Bank. In all such cases, the selected bidder shall replace the resource.

4.13. Insurance Coverage

Selected bidder needs to insure any damage/loss to bank's assets (cards plastic) stored at their manufacturing and personalisation bureau premises. Also selected bidder need to obtain the transit insurance in case there is a movement of Cards from different locations of the personalisation bureau.

4.14. No outsourcing by selected bidder

The selected bidder will undertake to provide the services required in this RFP to the Bank and will not outsource or subcontract any of the core activities of the contract (like personalization, key management, etc.) offered to Bank to any company.

.....

Annexure and Appendices

Annexure-A - RFP Application

(Letter to the bank on the bidder's letterhead)

Date:

The Managing Director,
The West Bengal State Cooperative Bank Ltd.
24A, Waterloo Street
Kolkata - 700069

Dear Sir,

Re : Bank's RFP No. COOPCBS2010/CARD/1 for Selection of Vendor for Supply, Printing & Personalization of chip based EMV contact Debit Cards including Kishan Credit Cards and related collaterals and administration

With reference to the above-mentioned RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for Supply, Printing & Personalization of chip based EMV contact, Debit cards including including Kishan Credit Cards and related collaterals and administration as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We also submit required information along with documentary evidence in following format:

| Parameter | Response |
|---|---|
| Year of commencement for supply, personalization of Card business | Copy of Certificate from Bank/s / organization/s to be enclosed |
| RFP Price / Application Fee | DD/ Banker's Cheque No _____ dated _____ for Rs.1,000/- (Rupees One Thousand only) drawn on _____, _____ Branch for RFP price |
| Earnest Money Deposit/ Bid Security | DD/ BG of Rs. 10 Lakhs dated Issued by Valid upto |

We further confirm that the offer is in conformity with the terms and conditions mentioned in the RFP. We also confirm that the offer shall remain valid for 180 days from the last date for submission of tender document to the Bank.

It is certified that the information furnished in this document is authentic. We hereby authorize The West Bengal State Cooperative Bank Ltd. to make independent enquiries to verify the information furnished by us.

We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

(Name & Designation, seal of the firm)

Encl.: 1) Part II to V, duly filled in the prescribed form along with necessary proof.

2) Demand draft for the Application Fee.

3) Demand Draft/ Banker's cheque/ Bank Guarantee for EMD amount.

4) All relevant documents

DETAILS OF ORGANISATION

I. General Information:

| | | |
|-----|--|--------------|
| 1. | Name and address of the Bidder | |
| 2. | Contact Person | |
| | Company Head Office and registered office address | |
| | Name and designation of the person authorized to make commitments to the Bank | |
| 3. | (a) Telephone : | (b) Mobile : |
| | (c) Fax: | (d) e-Mail: |
| 4. | Place of incorporation/registration | |
| 5. | Year of incorporation /registration | |
| 6. | Type of organization (whether company/ sole proprietor/ partnership/ private, etc.) | |
| 7. | Trade License | |
| 8. | Main lines of business | |
| 9. | Allied / Ancillary Business | |
| 10. | Location/s of personalisation bureau | |
| 11. | Whether premises is own/ leasehold/ rented, furnish details | |
| 12. | Staff strength As On 29.02.2020 | |
| 13. | Company GST Registration number. | |
| 14. | Company PAN & TIN number | |
| 15. | Geographical Area covered by the company. | |
| 16. | Support center (s): | |
| 17. | Number of employees: i. Supporting the Project ii. Marketing / Sales iii. Technical support in West Bengal | |
| 18. | Whether adequate number of Engineers can be provided for taking care of every Branch in Urban / Semi Urban / Remote Locations. | |
| | Provide the range of services / options offered by you | |

| | | |
|-----|--|--|
| 19. | covering service description and different schemes available for: <ul style="list-style-type: none"> a. Customization b. implementation c. Support Post-implementation iv. Ongoing Support for: - <ul style="list-style-type: none"> a) Helpdesk b) Training c) Documentation d) Others (specify) | |
| 20. | Provide Details about your organization setup. | |
| 21. | Bankers information | |
| 22. | Auditors information | |

II. Key Personnel of the Organization:

| Sr. No. | Name | Designation | Since When | Qualification | Professional Experience |
|---------|------|-------------|------------|---------------|-------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

III. Name and address of Owners/Partners/Directors:

| Name | Address |
|------|---------|
| 1. | |
| 2. | |

IV. Other important information (Furnish the required details, wherever applicable):

- a) Were you ever required to suspend / terminate the similar activity/ services before completion of the tenure of the contract by any organization/ Bank? If so, give details.
- b) Have you ever left any services offered to you incomplete? (If so, give details and reasons for not executing the orders).
- c) Has your firm been debarred or Blacklisted for tendering in any organization? If so, give details.

FINANCIAL INFORMATION:

Name of Bidder :

1. General:

| | | | |
|-------------------------|---|--------------------------|---------|
| Name of Banker | | | |
| Address of Banker | Telephone | Contact person and Title | |
| | Fax | Mobile | |
| Financial information | Previous three financial years (Rs. In lac) | | |
| | 2016-17 | 2017-18 | 2018-19 |
| 1. Net Worth | | | |
| 2. Working Capital | | | |
| 3. Total Assets | | | |
| 4. Current Assets | | | |
| 5. Total liabilities | | | |
| 6. Current liabilities | | | |
| 7. Profits before taxes | | | |
| 8. Profits after taxes | | | |

Copies of the audited financial statements with profit and loss accounts for the last 3 years to be attached.

2. Turn-over:

| Annual Turnover Data for last three years | |
|---|----------------------|
| Year | Turnover in Rs. Lac. |
| 2016 - 2017 | |
| 2017 - 2018 | |
| 2018 - 2019 | |

Note: All individual companies must complete the information in this form. The information supplied should be the annual supply turnover in terms of the amount billed to clients for each year for works executed during each of the last 3 years.

3. Source of Financing:

| Source of Financing | Amount (RS.) |
|---------------------|--------------|
| 1. | |
| 2. | |
| 3. | |

1. Certificates:

| CERTIFICATE | YES | NO |
|--|-----|----|
| RuPay & NPCI network certification for EMV contact card manufacturing- (Mandatory) | | |
| RuPay & NPCI network certification for EMV contact card personalization - (Mandatory) | | |
| PCI-DSS, VAPT certificate, PA-DSS, ISO- (Mandatory) | | |
| GST registration Certificate | | |
| Valid ESIC , PF , Prof Tax Certificate, Income Tax PAN/ TIN | | |
| Any Other certificate required as a part of Regulatory guidelines/compliance. | | |

Note: Provide details & attach attested copies of relevant documents for items answered 'Yes' above.

2. Experience record in providing similar EMV contact and contactless /Dual Interface (DI) card related services to top 5 Customers:

| Sr. No | Nature of work | Name of the Bank/ Organisation | Service being provided and volumes handled |
|--------|----------------|--------------------------------|--|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

Note: Provide copies of work orders and proof of supply clearly mentioning the card variants and quantity supplied/ personalized. Work orders and proof of orders will be verified, if required.

3. Equipment available for undertaking the services requested under this RFP:

| Sr. No | Equipment details (make, model, year of purchase etc.) | Number of machines | Daily capacity | Any other detail |
|--------|--|--------------------|----------------|------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

4. Eligibility Criteria compliance and relevant proof for reply with 'YES'

| Sr | Financial and other Requirement to be met by the Bidder | Supporting required | Complied (Yes/ NO) | Supporting Submitted |
|----|--|---|--------------------|----------------------|
| 1 | Should be a Government Organization/ PSU/ PSE or a partnership/ proprietorship/ public/ private limited company duly registered with taxation and other authorities in India | Certificate of Incorporation/ Certificate of commencement and other relevant documents | | |
| 2 | The bidder or bidder's holding company should have minimum average turnover of Rs.50.00 crores in each year in the last 3 financial years i.e. 2016-17, 2017-18, & 2018-19 from the business from Indian operations. The copies of audited Profit & Loss accounts and Balance Sheets with auditor's note to be submitted. | Audited Financial statements for the financial 2016-17, 2017-18, & 2018-19 AND CA Certificate | | |
| 3 | The bidder should be profit making institution for at least 2 years out of last 3 financial years i.e. 2016-17, 2017-18, & 2018-19 with a positive net worth. A copy of audited balance sheets and profit & loss for the immediate previous three years must be submitted with the technical offer. | Audited Financial statements for the financial years 2016-17, 2017-18, & 2018-19 AND CA Certificate | | |
| 4 | The bidder should have an experience of at least Two (2) years for supply / Personalization of EMV chip-based Credit / Debit banking Cards, including Kishan Credit Cards of RuPay network. Bidder should have supplied and personalised at least 50,00,000 (Fifty Lacs) for EMV contact RuPay network as on the date of submission of bid to any public sector banks/ Private sector Banks /Co-operative Bank in India. Clear documentary proof relating to execution of the order is to be submitted with the bid. | Copy of relevant documents, certificates from the organisations clearly indicating the card volumes handled, services provided etc. | | |
| 5 | A RuPay and NPCI certified EMV contact card vendor having necessary infrastructure for personalization of EMV debit cards, as on the date of this RFP. | Copy of relevant certifications | | |
| 6 | The Bidder should not have been blacklisted, disallowed to continue work or organization has engaged other vendor after placing work order for the reasons attributable to bidder by any Government department/ PSU/ PSE/ Banks in India at the time of submitting the tender. | Self-declaration as per part II, point IV above | | |
| 7 | The bidder should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion. | Undertaking from the bidder | | |
| 8 | As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy. Further, all bidders to submit an "Integrity Pact" as per Appendix J on non judicial stamp paper of requisite value. | | | |

We confirm having complied with all the prescribed eligibility criteria of the RFP.

Yours faithfully,

SIGNATURE

(Name & Designation, seal of the firm)

Note: Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates clearly mentioning the services provided, period and the quantity supplied must be submitted as proof in support of the claims made along with tender. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

All certificates, reference letter, undertaking should be in English, duly complete with signature, name and stamp of the issuing authority and their organization.

DECLARATION

This letter must be printed on vendor's letter head.

Date:

To

The Managing Director
The West Bengal State Cooperative Bank Ltd.
24A, Waterloo Street
Kolkata - 700069

Sub: Acceptance to the term mentioned in RuPay EMV card RFP.

Dear Sir,

We undersigned, offer to provide the RUPAY EMV CARDS mentioned in this RFP. We are fully aware with RFP conditions mentioned in this RFP document. In accordance with your RFP dated The 06th October 2020, we are hereby uploading our proposal, which includes this Technical Proposal and a Commercial proposal.

We hereby declare that we have read the instructions/conditions mentioned in this RFP document and included in the RFP document, and abide by the same. We declare that we are binding on process mentioned in the RFP document and the decisions made by The Bank

We hereby declare that all the information and statements made in this proposal are true and accept that any misleading information contained in it may lead to our disqualification. We confirm that all personnel and/or details named in the RFP will be available to undertake the services.

We undertake, if our proposal is accepted, to initiate the services related to the assignment immediately on signing of contract.

We understand you are not bound to accept any RFP and proposal you receive.

I / We, the undersigned, do hereby declare that the statements made in the pre-qualification questionnaire forms and in the required attachments are true and correct.

The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the The West Bengal State Cooperative Bank Ltd. to verify this Statement or regarding competence and general reputation of our company.

While submitting this bid, we certify that:

- 1) Price in the bid has been arrived at without agreement with any other bidder of this RFP for restricting competition.
- 2) We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
- 3) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
- 4) The rates quoted by us in the commercial bid, cover all the activities as defined in the RFP and subsequent pre-bid clarifications / modification/ revisions advised by The West Bengal State Cooperative Bank Ltd. in writing, without any exception.

We undertake to comply with the terms and conditions of the RFP and subsequent pre-bid clarification / modifications / revisions advised by The West Bengal State Cooperative Bank Ltd. in writing.

We also accept that in the event of any information / data / particulars provided by us proving to be incorrect, Bank will have the right to disqualify us from the bid/ cancel the order at any stage.

We understand that Bank may reject any or all of the offers without assigning any reason whatsoever.

(Signed by an Authorized Officer of the Company)

(Title of Officer)

(Name of Company)

(Date)

Annexure-B : Reference Details

| | Reference 1 | Reference 2 | Reference 3 |
|--|-------------|-------------|-------------|
| Name of the Bank/Client (with whom the Bank may interact for obtaining references) | | | |
| Address of the Bank/Client | | | |
| Contact Details (At least two contacts are to be provided for each reference) | | | |
| Contact 1 Name | | | |
| Designation | | | |
| Landline no | | | |
| Mobile no | | | |
| E-mail id | | | |
| Contact 2 Name | | | |
| Designation | | | |
| Landline no. | | | |
| Mobile no. | | | |
| E-mail id | | | |
| Services started from | | | |
| Brief details of the Services provided (like card plastic supply, personalization, collateral's administration etc.) | | | |

Yours faithfully,

SIGNATURE

(Name & Designation of signatory, seal of the Company)

Annexure- C : Compliance Certificate

**The Managing Director,
The West Bengal State Cooperative Bank Ltd.
24A, Waterloo Street
Kolkata - 700069**

Date:

Dear Sir,

Re : Bank's RFP No. COOPCBS2010/CARD/1 for Selection of Vendor for Supply, Printing & Personalization of chip based EMV contact Debit Cards including Kishan Credit Cards and related collaterals and administration

Having examined the tender document including all annexure, the receipt of which is hereby duly acknowledged, we the undersigned offer to Selection of vendor for Supply, Printing & Personalization of chip based EMV contact & Contactless Debit cards including related collaterals in conformity with the said RFP document and in accordance with our proposal and the schedule of prices offered in the price bid and made part of this tender, we confirm as under:

1. If our bid is accepted, we undertake to provide the supply and services within the scheduled time-lines as stipulated in this RFP.
2. We confirm that this offer is valid for 180 days from the last date for submission of tender document to the Bank.
3. This bid together with your written acceptance thereof and your notification of award if shortlisted shall constitute a binding contract between us.
4. We undertake that in competing for and if the award is made 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".
5. We agree that Bank is not bound to accept the lowest or any bid that Bank may receive.
6. We have never been barred/black-listed by any regulatory /statutory authority in India.

Yours faithfully

SIGNATURE

(Name & Designation, seal of the firm)

Annexure D : Matrix for Technical Evaluation

| Sr. No. | Description | Parameter | Marks |
|--|--|--|-------|
| 1 | Financial Strength (Based on the average of last 3 years i.e. FY 2016-17 & 2017-18, & 2018-19) | Networth (in Rs.) (5) | |
| | | Upto 10 crore | 1 |
| | | > 10 to 25 crore | 2 |
| | | >25 crore | 5 |
| | | Annual Turnover (in Rs.) (5) | |
| | | 50 crore to 75 crore | 2 |
| | | > 75 crore to 100 crore | 3 |
| | | > 100 crore to 150 crore | 4 |
| | | > 150 crore | 5 |
| | | Profit/ Loss (5) | |
| | | Profit in last two years out of the three years | 2 |
| | | profit in all the three years | 3 |
| | | Profit in all the three year with continuous increasing trend | 5 |
| | | Compliance (5) | |
| All the required certification as mentioned in Annexure -A part 'IV', is missing or validity is expired | 0 | | |
| All the required certification as mentioned in Annexure -A part 'IV', is submitted or validity is not over | 5 | | |
| 2 | Experience of the service provider | Experience for supply/personalisation of EMV chip-based Credit / Debit cards of Rupay networks (10) | |
| | | < 2 years | 0 |
| | | >2 years to 4 years | 5 |
| | | > 4 years | 10 |
| | | Number of Public sector/Private Banks / Co-Operative Banks managed by the vendor (5) | |
| | | >1 | 2 |
| | | 1 to 3 | 3 |
| | | >3 | 5 |
| | | Experience in handling high end cards like DI/NCMC /Photo Card / Combo Card etc (5) | |
| | | No experience | 0 |
| | | < 6 months | 3 |
| > 6 months | 5 | | |

| Sr. No. | Description | Parameter | Marks | | |
|--|-------------|--|--|--|---|
| | | Debit card Personalised and supplied capacity per year (10) | | | |
| | | <50 lacs | 0 | | |
| | | 50 lacs to 75 lacs | 5 | | |
| | | > 75 lacs | 10 | | |
| | | Stuffing of cards & collaterals (5) | | | |
| | | Outsourced | 0 | | |
| | | In house team (not on payroll) | 3 | | |
| | | In house team (on payroll) | 5 | | |
| | | Security environment at factory location for card personalisation (5) | | | |
| | | Only Physical security | 1 | | |
| | | Physical security + Double door security | 3 | | |
| | | Security which include CCTV cameras, Double door & Physical security | 5 | | |
| | | 3 | Manufacturing capacity, back up plans etc. | Disaster Recovery (5) | |
| | | | | Single personalisation bureau | 2 |
| | | | | More than one bureau in same city of the state | 3 |
| More than one bureau in different city of the state | 5 | | | | |
| Debit card Personalisation capacity per day (5) | | | | | |
| <75000 | 0 | | | | |
| 75000 to 100000 | 3 | | | | |
| > 100000 | 5 | | | | |
| Feedback received from the customer of the bidder (10) | | | | | |
| Adverse feedback | 0 | | | | |
| satisfactory feedback | 5 | | | | |
| Good Feedback | 8 | | | | |
| Excellent Feedback | 10 | | | | |
| Bank officials site visit to the bidders manufacturing & personalisation unit | | | 20 | | |

Annexure E: Format of Bank Guarantee for Bid Security

**The Managing Director,
The West Bengal State Cooperative Bank Ltd.
24A, Waterloo Street
Kolkata – 700069**

Date:

1. M/s , having its registered office at (herein after referred as 'the vendor') , has inter-alia agreed to furnish a bank guarantee from a scheduled bank for Rs 10,00,000/- (Rupees Ten Lacs only) as security for compliance with the vendor's obligation in accordance with stipulation of RFP No. _____ dated _____ issued by The West Bengal State Cooperative Bank Ltd. .

2. On request of the vendor we (hereinafter called the issuing bank) do hereby undertake to pay to you an amount not exceeding Rs 10,00,000/- (Rupees Ten Lacs only) against any non-compliance with conditions contained in the RFP.

3. We (the issuing bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from you stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by you by reasons of any breach by the said vendor of any of the terms or conditions contained in the RFP by reason of the vendor's failure to perform the terms thereof. Any such demand on us during the currency 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 Rs 10,00,000/- (Rupees Ten Lacs only).

4. Any notice by way of demand or otherwise hereunder may be sent by courier, or registered post to our local address of the issuing Bank and if sent accordingly it should be received and duly and acknowledged by the bank on or before the expiry date of the guarantee.

5. We further agree that the guarantee herein contained shall remain in force during the period that would be taken for the performance of the said obligation and that it shall continue to be enforceable till satisfactory compliance of the terms and conditions thereof by the vendor or till you certify that the terms and conditions of the said RFP have been fully and properly carried out by the said vendor and accordingly discharge the guarantee or till expiry date whichever is earlier.

6. This bank guarantee shall remain in operation from the date of issue and we shall not revoke this guarantee during the currency except with your previous consent in writing. You may enforce your rights pursuant to this guarantee in any court or tribunal in accordance with laws of India.

7. We further agree with you, that you shall have the fullest liberty without our consent and without affecting in any manner our obligation

hereunder to vary any of the terms and conditions of the said RFP or to extend time of performance by the said vendor from time to time or to postpone for any time or from time to any of the power exercisable by you against the said vendor and to forbear or enforce any of the terms and conditions relating to the said RFP and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said vendor or for any forbearance, act or omission on your part or any indulgence by you to the said vendor.

8. 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 as the case may be of the vendor.

9. The bank guarantee shall not be affected by any change in our constitution or of the vendor nor shall it be affected by any change in your constitution or by any amalgamation or absorption but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamating company or concern till expiry date.

10. We have the power to issue this bank guarantee in your favor and the undersigned has full power to execute this bank guarantee under the power of attorney dated issued by _____.

Notwithstanding anything contained herein

- i) Our liability under this bank guarantee shall not exceed Rs 10,00,000/- (Rupees Ten Lacs only).
- ii) This bank guarantee shall be valid up to _____ ; 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 _____ .

Annexure-F: PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, The West Bengal State Cooperative Bank Ltd., a body constituted under a Cooperative Society originally registered under the Cooperative Societies Act, 1912 and a Scheduled Bank as well as a State Cooperative Bank having the meanings as assigned in Clause-(f) of Section 2 of the Reserve Bank of India Act, 1934 and in Clause-(u) of Section-2 of the National Bank for Agriculture & Rural Development Act, 1981 having its Registered Office and Head Office at No. 24A, Waterloo Street, Kolkata-700069 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :- Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical

proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Earnest Money (Security Deposit/ Bid Security)

1. While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - i. in the form of Demand Draft/Pay Order (PO) drawn on any Nationalized/Schedule bank in favour of "The West Bengal State Cooperative Bank Ltd." payable at Kolkata.
 - ii. A confirmed Bank Guarantee by an Indian Nationalised Bank other than The West Bengal State Cooperative Bank Ltd., as per the format provided in the RFP. promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
3. The Earnest Money/Security Deposit shall be valid upto a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
5. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - a. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - b. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of The West Bengal State Cooperative Bank Ltd., while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - e. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - f. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - g. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - h. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - i. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - j. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Independent Monitors

1. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
2. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
3. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
4. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
5. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
6. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
7. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

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

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer:

Designation:

Department:

Witness

1. _____

2. _____

BIDDER

Chief Executive Officer

Witness

1. _____

2. _____

Annexure-G: NON-DISCLOSURE AGREEMENT

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for Proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed. The NDA must be executed on the bidder's company letterhead. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA) must sign the NDA.

NDA format is provided below.

**(On the Letterhead of the bidder)
Strictly Private and Confidential**

**The Managing Director,
The West Bengal State Cooperative Bank Ltd.
24A, Waterloo Street
Kolkata - 700069**

[Date]

Dear Sir,

Non-Disclosure Agreement

We acknowledge that during the course of bidding for Request for Proposal (RFP) for **Supply, Printing & Personalization of chip based EMV contact, Debit cards including Kishan Credit Cards and related collaterals and administration**, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
5. This Agreement shall not prohibit disclosure of Confidential Information:

- ✓ To our partners / directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Engagement of consultant;
- ✓ To the extent that such disclosure is required by law;
- ✓ To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
- ✓ To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.

6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:

- ✓ For the purpose of a disclosure permitted by item 5 above; and
- ✓ To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.

7. This Agreement shall not apply to Confidential Information that:

- ✓ Is in the public domain at the time it is acquired by us;
- ✓ Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
- ✓ Is already in our possession prior to its disclosure to us; and
- ✓ Is independently developed by us.

8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.

9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.

10. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

11. Unless the bank otherwise agree in writing, bidder's duty to protect Confidential Information expires one year from termination / expiry of this Agreement.

12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

INDEMNITY

1. We hereby agree to indemnify and keep bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by us and /or ours employees and shall immediately reimburse and pay to bank on demand all damages, loss, cost, expenses or any charges that bank may sustain suffer, incur or pay in connection therewith.

2. We acknowledge that a breach of our obligations under this undertaking could cause irreparable harm to the bank for which monetary damages may be difficult to ascertain or an inadequate remedy. We therefore agree that the bank will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

Yours sincerely

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:

Position:

Date:

We have read this Agreement fully and confirm our agreement with its terms

Annexure H: Commercial Bid (On Letter Head of Bidder)

RuPay EMV contact debit cards (including Rupay Kishan Credit Cards)

(Amt. in Indian Rupees)

| Item | Rate per item (A) | Quantity (B) | Total Cost C (A X B) |
|--|---------------------|--------------|--|
| Card Plastic | | 20,000 | |
| Personalisation | | 20,000 | |
| Welcome kit | N.A. | N.A. | N.A. |
| a. Window Envelope | | 20,000 | |
| b. Welcome Letter | | 20,000 | |
| c. Paper Laminated Pouch | | 20,000 | |
| d. Terms & Condition Booklet | Rate per page x 04* | 20,000 | |
| e. Leaflet | | 20,000 | |
| Grand Total (excl. taxes) - (P) | | | Total of all the rows of column C |

***currently nos of pages of the existing terms & condition booklet is 04 pages which may vary from time to time and charges will be paid to the selected bidder as per the rate quoted per page**

Note:

1. The Bidder must provide and quote for all products and services as desired by the Bank as above. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
2. The Bank at its own discretion may add / remove the items mentioned in the welcome kit.
3. The Bank at its own discretion may skip to order for any item(s) mentioned in the welcome kit.
4. The price quotes should be up to two decimal places only.
5. Payment to the designated courier agency/ India Posts for dispatch of cards to branches/ customer's communication address will be made by the Bank and should not be factored in the pricing
6. Cost of Services should be quoted excluding GST and taxes applicable if any. Taxes shall be paid on actual basis.

(_____)

Signature with seal

Name of Firm :

Authorised Signatory :

Date :

Place :

Details of Banker's Cheque / Draft For Cost of RFP

| Draft / Banker's Cheque No. | Date | Amount | Issue Bank | Drawn On | In Favour of | Payable At |
|--------------------------------|------|------------|---------------|----------|--|---------------|
| | | Rs.1,000/- | | | The West Bengal State Cooperative Bank Ltd. | Kolkata |

(_____)

Signature with seal

Name of Firm :

Authorised Signatory :

Date :

Place :