

Ref: CO/DBD/KEYFOB/138/R1/2022-23



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart  
Payment Key Fob**

**RFP Ref No. - Ref: CO/DBD/KEYFOB/138/R1/2022-23**

**Date: 18.04.2022**

Pre-Bid Meeting	27.04.2022 at 11:00 AM
Last Date for receipt of bids	13.05.2022 at 03.00 PM
Date and time of opening Technical bids	13.05.2022 at 03:30 PM

**Issued by:**

**DIGITAL BANKING DIVISION,  
INDIAN BANK, HEAD OFFICE,  
NO 66, RAJAJI SALAI,  
CHENNAI – 600001.**

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**SCHEDULE**

1)	RFP Reference Number and Date	RFP No. <b>CO/DBD/KEYFOB/138/R1/2022-23</b> Date: 18.04.2022
2)	Last date for seeking Pre-bid clarifications/ queries through email to following email ids <b><u>atmprocurement@indianbank.co.in</u></b>	<b>25/04/2022 by 05:00 PM</b>
3)	Pre Bid meeting	27.04.2022 at 11:00 AM Through WebEx Video Conference meeting
4)	Last Date & Time for submission of Bids in Online & Offline Mode	<b>13.05.2022 at 03:00 PM</b>  Address for physical submission  Chief Manager Indian Bank, Head Office, Information technology department (Procurement Section) #66 Rajaji Salai, Chennai, Pin 600 001  <b>URL for Online submission of bid</b> e-procurement portal: <a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a>
5)	Documents to be submitted physically by Bidders (Offline Mode)	1. DD towards Cost of bid document  (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.) <b>Account No.: 743848138</b> <b>Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II</b> <b>IFSC Code: IDIB000H003</b> <b>Branch: Harbour</b> (If bidder submits Bid price direct to Bank Account, Proof for Transfer with Reference number should be submitted)  2. Integrity Pact  3. Bid Security (Earnest Money Deposit). <b>Note:</b> Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof along with undertaking as

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		per Section VII (17) for claiming exemption for Point No. 1 & 3.
6)	Documents to be submitted Online	<p>a. Eligibility Criteria, along with all supporting documents required.</p> <p>b. All Annexure and forms as per this RFP on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.</p> <p>c. Indicative commercial</p> <p>d. All supporting documents and product literature in support of Technical specifications.</p> <p>e. Relevant brochures</p> <p>f. Compliance to Technical Specifications.</p> <p>g. If the bidder is not an OEM, then Manufacturer's Authorization Form to be submitted.</p> <p>h. Any other information sought by the Bank with relevant to this RFP</p>
7)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	<b>13.05.2022 at 03:30 PM</b>
8)	Date of Online Reverse Auction (Part II)	Will be intimated to qualified bidders (as per RFP) through email after technical evaluation of the bids submitted.
9)	RFP Document Cost	<p>Non-refundable <b>Rs. 10,000/-</b> in the form of DD favouring "Indian Bank". (Mode of submission: Offline) (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.)</p> <p><b>Account No.: 743848138</b> <b>Account Name: INDIAN BANK,</b> <b>H.O.TECHNOLOGY MANAGEMENT</b> <b>DEPARTMENT II</b> <b>IFSC Code: IDIB000H003</b> <b>Branch: Harbour</b></p>



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		<b>(If bidder submits Bid price direct to Bank Account, Proof for Transfer with Reference number should be submitted)</b>
10)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Antares Systems Limited through website: <a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a>

This Request for proposal (RFP) document can be downloaded from the website: <https://indianbank.in/tenders> & e-procurement portal: <https://www.tenderwizard.in/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and paper publication will be done for the information regarding publishing the RFP. Clarifications, Modifications and Date of Extensions, if any, will be posted in website & e-procurement portal only.

The term “*Bid*”, “*Bid Document*” & “*Quote/Quotation*” bears the same meaning in this RFP. The term “Supplier” “successful bidder” & “vendor” bears the same meaning in this RFP.

This RFP document is the property of Indian Bank & is not transferable. If a holiday is declared on the date mentioned above, the bids shall be received /opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.



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### SECTION I - REQUEST FOR PROPOSAL (RFP)

Indian Bank (The Bank) invites sealed bids for Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key Fob for 2 years as described in this bid document. The details are given below:

RFP Reference	<b>CO/DBD/KEYFOB/138/R1/2022-23</b> Dt: 18.04.2022
Price of RFP Document	<b>Rs.10,000/- (Rupees Fifty Thousand Only)</b>
Pre-Bid meeting with bidders	<b>27.04.2022 at 11.00 AM</b>
Last Date for receipt of bids	<b>13.05.2022 at 03.00 PM</b>
Date and time of opening Technical bids	<b>13.05.2022 at 03:30 PM</b>
Addresses for Communication:	
<b>Digital Banking Division,</b> <b>Indian Bank, Head Office, 2nd floor,</b> <b>#66, Rajaji Salai, Chennai-600001</b> <b>Phone Nos. 044-25269708/044-25279818</b>  <b>e-mail: atmprocurement@indianbank.co.in</b>	



**SECTION – II INVITATION FOR BIDS (IFB)**

1. Indian Bank, a premier Nationalised Bank having its Corporate Office at 254-260, Avvai Shanmugham Salai, Royapettah, Chennai – 600 014, India, hereinafter called “The Purchaser” or “Bank”, which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns intends to issue this Bid document, hereinafter called Request for Proposal, or “RFP”. Indian Bank has national presence in more than 6335 locations and international presence in Singapore and Srilanka. It has been serving the nation with a team of dedicated staff for more than 113 years.
2. The Bank has fine-tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. Bank has issued approx. 2.67 crores Debit Cards including contactless cards which are being used by customers for contactless payments. Bank has extensive plans to extend facility for providing different wearables starting with Rupay on the go smart Key fob to customers of the Bank.
3. The Bank presently has over 2.67 Crores Debit Cards in circulation, with an average monthly issuance of 4 Lakh cards. Bank intend to start issuing contactless Rupay smart on the go key fob with chip embedded inside which will work on NPCI Rupay contactless specifications.
4. The Bank has its CBS Primary Data Centre in Chennai and its DR facility in Mumbai. Bank’s Switching services are outsourced and the Switch DC is currently at Chennai with DR at Mumbai. Bank’s Card Management centre (DCMS) is located at Head Office, Chennai.
5. Bank invites sealed bids from eligible bidders (hereinafter referred to as ‘Bidder’) for for Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob in accordance with the scope set out in the tender document.
6. The complete RFP has also been published at the Bank’s official website <https://indianbank.in/tenders> & Bank’s present E-Tender website [www.tenderwizard.in/indianbank](http://www.tenderwizard.in/indianbank) For the purpose of downloading and applications made on such a form shall be considered valid for participating in the RFP process.
7. The Bidders who want to participate in the bidding process are required to submit non-refundable fee of Rs. 10,000/- (Rupees Ten thousand only), towards cost of Bid document. The amount has to be paid by way of DD favouring Indian Bank, payable at Chennai. Cost of bid documents should be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the DD along with the technical bid. Further information can be obtained from the bank at the addresses given below from 10.00 hrs to 17.00 hrs on all working days. Alternatively, bidders can transfer the cost of bid document through NEFT/RTGS/IMPS/UPI etc as per details given in schedule 5.



Addresses for Communication:

**Digital Banking Division,  
Indian Bank, Head Office, 2nd floor,  
#66, Rajaji Salai, Chennai-600001  
Phone Nos. 044-25269708/044-25279818**

**e-mail: atmprocurement@indianbank.co.in**

8. Bidders should enroll/register before participating through website - <https://www.tenderwizard.in/indianbank>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the bid documents. Any other documents sent by any other mode will not be accepted except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 5) of this RFP.
9. Benefits to Micro and Small Enterprises (MSEs) as per the guidelines of Public Procurement Policy issued by Government of India:
- (i) MSEs are exempted from payment of cost of bid document.
  - (ii) MSE quoting price within price band L-1+15% (Fifteen per cent) may be awarded for full/complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. procurement from MSE.
  - (iii) To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
  - (iv) Bidders seeking the above benefits shall submit the documentary proof along with declaration form as per Section VII(17) for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or upload during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
10. Please note that:
- (i) The Bank is looking for one vendor i.e. L1 to undertake the activities as specified in the RFP document.
  - (ii) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.





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- (iii) The Bank is not bound to accept any of the bids submitted and the Bank has the right to reject any/all bid/s or cancel the RFP without assigning any reason whatsoever at any stage of procurement.
  - (iv) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) under exceptional circumstances.
  - (v) All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorised Signatory and kept with technical bid. A certificate to the effect that the Authorised Signatory has authority to bind the company should also be attached along with the technical bid.
  - (vi) This RFP is not transferable. Only the Bidders who have officially purchased this RFP document or downloaded from the Bank's website and paid the requisite RFP document fee shall be entitled to quote.
  - (vii) Each bidder is eligible for submitting only one Bid in response to this RFP.
  - (viii) This RFP is not an offer by the Bank, but an invitation to receive offers from Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of the Bank with the Bidder.
  - (ix) Any publicity by the Bidder, in which the name of the Bank is to be used, should be done only with the explicit written permission of the Bank.
  - (x) This RFP is meant for the exclusive purpose of bidding as per the terms, conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
  - (xi) Bank reserves the right to change the dates, timing mentioned above or elsewhere mentioned in the RFP, which will be communicated by placing the same as corrigendum/amendments under Tender section on Bank's website.
11. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).

**12. Restriction of Bidders from Countries sharing Land Borders with India:**

As per Ministry of Finance, Govt. of India, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will



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be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

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

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

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause:

Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

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

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



### SECTION III - INSTRUCTIONS TO BIDDERS

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## 1. Introduction:

- 1.1 The Bidder is expected to examine all instructions, forms, annexures, terms and specifications in the RFP Documents. Failure to furnish all information required by the RFP Documents may result in rejection of its bid and will be at the Bidder's own risk.
- 1.2 Pre-bid Meeting:
- A pre-bid meeting is scheduled to be held at 11.00 hours IST on 27.04.2022. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting through WebEx. WebEx meeting link will be shared to those bidders would submit bid document cost before prebid meeting.
  - In case the probable bidder wants to participate in the Pre-Bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the **cost of bid document i.e. Rs. 10,000/- (Rupees Ten Thousand Only - non-refundable)** by way of Demand Draft in favour of Indian Bank payable at Chennai or alternatively through NEFT/RTGS/IMPS/UPI etc as per details given in schedule 5. **Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting.**
  - Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for participation in pre-bid meeting.
  - The purpose of the meeting will be to clarify issues and to answer questions raised by the probable bidders.
  - The bidder is requested to submit questions in writing two days in advance to the Bank before the pre bid meeting date, in the format provided in **Section VII (9)**
  - Text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in our web site and informed to the bidders who have raised queries in writing.

## 2. Amendment of RFP

- 2.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the RFP Document by modification(s) / amendment(s).
- 2.2 The amendments if any, will be published in the e-procurement website and will form part of the RFP document.



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### 3. Documents constituting the bid

The Bid prepared by the Bidder shall comprise the following components:

#### 3.1 Technical Bid

The Bidder shall furnish as part of its technical bid as per the format provided in **Section VIII**, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract, if its bid is accepted.

**For submitting Technical bid, Bidders shall use the original Section VII & VIII published by the Bank as part of the RFP, which contains Bank's seal.**

The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.

**Note:** All the documents and certificates as per **Section VI, Section VII and Section VIII** should be submitted along with the technical bid.

- Bid Form (Section VII (1) of the bid document) as per enclosed format should be enclosed with the technical bid.
- Bid security (Earnest Money Deposit) as per enclosed format (Section VII (2))
- The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.

Any bid document not accompanied by the above will be rejected.

#### 3.2 Integrity Pact

Bidders shall submit Integrity Pact (IP) along with the technical bid in the format provided in Section VII (8) of the RFP. Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The integrity pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.



### 3.3 Commercial bid

#### 3.3.1 The bidder has to submit the commercial offer online.

3.3.2 Commercial bid will be finalized through online reverse auction. Commercial bid as per enclosed format (**Section IX** of the bid document) shall be submitted by the successful bidder **ONLY** after online reverse auction process.

3.3.3 For both goods manufactured in India or goods of foreign origin already located in India and goods offered from outside India, the price should be quoted in Indian Rupees only.

3.3.4 The bidder shall indicate on the appropriate Price schedule, specifying the unit prices of the goods proposed to be supplied.

3.3.5 Commercial offer should give all the relevant price information in line with "Price Composition".

3.3.6 It should be as per the format Section-IX – only.

3.3.7 It should not contain any other terms and conditions or additional documents forming part of Bid Document.

### 4. Documents establishing Bidder's eligibility and qualification.

All bids submitted shall also include the following information:

- i. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company etc.
- ii. The Bidder should furnish a brief write-up, backed with adequate data, explaining its available capacity and experience (both technical and commercial) for the manufacture and/or supply of the required key fobs and stationary within the specified time of completion after meeting all their current commitments.
- iii. The Bidder should clearly confirm that all the facilities exist in its factory for inspection and testing and these will be made available to the Bank or its representative (External or Internal) for inspection.
- iv. Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three financial years.

### 5. Documents establishing goods' conformity to RFP Documents

5.1 The Bidder shall furnish, as part of Technical bid, documents establishing conformity to the RFP Documents of all goods and services, which the Bidder proposes to supply under the Contract. (As per section VIII – Technical bid)



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5.2 The documentary evidence of conformity of the goods and services to the RFP Documents may be in the form of literature, drawings and data, and shall consist of:

- a. A detailed description of essential technical and performance characteristics of the Key fob.
- b. An item-by-item commentary on the Bank's Technical Specifications demonstrating responsiveness of the Key fob to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications, if any.

**6. Bid Security (Earnest Money Deposit) & Cost of Bid Document**

- 6.1 The Bidder shall furnish, as part of its bid submission, bid security shall be denominate in INDIAN RUPEES only and shall be in the form of a bank guarantee issued by a Scheduled Bank in India or a Foreign Bank located in India, in the format provided in the RFP Document, for a sum of Rs.7,20,000/- (Rupees Seven Lakhs Twenty Thousand only) and valid for one hundred and Eighty (180) days beyond the last date for submission of the bid, favouring Indian Bank with additional claim period of 45 days.
- 6.2 Any bid not securing in accordance with clause 6.1 above will be rejected by the Purchaser as non-responsive.
- 6.3 The bid security is required to protect the Purchaser against risk of bidder's conduct during the period of bid validity.
- 6.4 Unsuccessful Bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the Bank or on completion of administrative formalities of the procurement.
- 6.5 The successful bidders' bid security will be discharged upon the Bidder signing the Contract with the BANK and furnishing the performance security.
- 6.6 The bidder shall be liable for forfeiture of bid security:
  - a. If a Bidder withdraws its bid during the period of bid validity; or
  - b. In the case of successful Bidder (L1 bidder), if the Bidder does not honour his final bid submitted during the online reverse auction or fails to sign the Contract with the BANK or to furnish performance security within the stipulated period, in accordance with the Terms & Conditions of the RFP.
- 6.7 In exceptional circumstances, the Purchaser may solicit the Bidders' consent to an extension of the period of validity of the bid and bid security. The request and the responses thereto shall be made in writing or by fax or email. The bid security provided under clause 6 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.
- 6.8 No interest will be payable on the Bid security amount.





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- 6.9 MSE (Micro and Small Enterprises) are exempted from Bid Security for which concerned enterprise needs to provide the supporting documents certifying the eligibility of the bidder during the current year.
- 6.10 The Bid Security shall be submitted as per the format at Section-VII (2).
- 6.11 Cost of Bid Document **Rs. 10,000/- (Rupees Ten Thousand only)** along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, or through electronic transfer as detailed in schedule 5.
- 6.12 MSE/NSIC registered bidders are exempted from submitting the bid cost. Such bidders should submit the copy of registration certificate and other document along with declaration as per section VII (17) for claiming exemption for Cost of Bid document as proof which should be valid for the current period.

**Please note:** Relaxation if any, extended by GOI/ competent authorities for furnishing EMD/Bid Security shall be passed on to eligible bidders.

## 7. Period of validity of bids

- 7.1 Bids shall remain valid for the period of 180 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

## 8. Format and signing of Bid

- 8.1 All pages of the bid, except for un-amended printed literature, shall be initialled by the authorised person(s) signing the bid.
- 8.2 Any interlineations, erasure or overwriting shall be valid only if they are initialled by the authorised person(s) signing the Bid.

## 9. Deadline for submission of Bids

- 9.1 Deadline for bid submission is 13.05.2022 at 03:00 PM. The online bid (to be submitted on e-tender portal) and offline bid document along with required enclosures should be submitted either in person or it can be sent by post but it should reach the concerned office on or before 03:00 PM on 13.05.2022.
- 9.2 In the event of the specified date for the submission of bids, being declared a holiday/strike for the Bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 4, however physical documents, to be submitted offline, can be submitted on the next working day upto the appointed time.
- 9.3 The Bank may, at its discretion, extend this deadline for the 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 as extended.





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- 9.4 Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will not be accepted and returned unopened to the bidder.

**10. Late Bids:**

Any bid (Technical or Online Commercial or both) submitted by the bidder after the deadline for submission of bids prescribed by the Purchaser, pursuant of clause-9, will be rejected.

**11. Clarification of Bids**

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder(s). The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered, or permitted. If deemed necessary, the vendor is required to give presentation on the system offered.

**12. Acceptance of Terms and Conditions:**

The bidders submitting their bids in response to this RFP should accept all the terms and conditions in total without any deviation or condition. Bidders shall submit a copy of the RFP document duly signed by the authorized person with seal for having accepted the terms and conditions without any deviations. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.

**13. Evaluation and Comparison of bids**

**13.1 General Evaluation**

- 13.1.1 The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- a. Bids from Agents without proper authorisation from the manufacturer shall be treated as non-responsive.

- 13.1.2 Arithmetical errors will be rectified on the following basis –

- a. if there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its bid will be rejected.
- b. If there is a discrepancy between words and figures, the amount in words will prevail.

- 13.1.3 The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does



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not prejudice or affect the eligibility of any Bidder. This shall be binding on all bidders and the Purchaser reserves the rights for such waivers.

13.1.4 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the RFP documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the RFP Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security, Warranty, Force Majeure, Applicable Law and Taxes & Duties will be deemed to be material deviation. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

13.1.5 If a Bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

### 13.2 Technical evaluation

13.2.1 The bidder should satisfy all the eligibility criteria mentioned in Section VI of this bid and technical specifications as per section VIII.

13.2.2 Point to point conformity of the goods offered, to the Technical specifications provided in the RFP.

### 13.3 Commercial evaluation

13.3.1 Commercial evaluation will be done through online reverse auction. After technical evaluation, only the eligible Bidders will be communicated of the date and time of the online reverse auction process, business rules for the auction and the details of the agency who shall conduct the reverse auction. The bidder should have valid digital certificates to participate in the online reverse auction.

13.3.2 The prices shall be quoted in Indian Rupee only.

13.3.3 The rates quoted during online reverse auction shall include all costs, duties including excise duty, levies, insurance, freight, warranty, AMC and charges for incidental services, etc.

13.3.4 Goods and Service Tax (GST) applicable shall be extra as applicable.

### 14. Bank's right to accept any bid and to reject any or all bids

14.1 The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

14.2 The RFP shall be read in conjunction with any amendment issued subsequently.



**15. Bank's right to vary quantities**

The Purchaser reserves the right at the time of award of contract to increase or decrease, the quantity of goods & services originally specified in the Condition of Contracts (Section V) without any change in price or other terms and conditions. The Bank at its discretion and requirements may increase or decrease quantum of purchase by upto 10% in respect to the quantity specified in the RFP.

Purchase orders will be placed for at least 25% quantity at a time and 100% quantity will be consumed over 2 years. Printing/embossing, personalization, fulfilment and dispatch of key fob along with the required collateral (As approved by Bank) will be informed as and when requests will be raised by customers.

**16. Liabilities of Bank**

This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

**17. Bid Proposal and Ownership**

The Bid submitted and all supporting documentation/templates are the sole property of Indian Bank and should not be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia cause the Bidder to be irrevocably disqualified. The bid and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

**18. Bid Pricing Information**

By submitting a signed bid, the Bidder certifies that the Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

**19. Disclaimer**

- a. The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack

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of care or misrepresentation on the part of Bank and/or any of its officers, employees.

- b. In case of Amalgamation/Merger of Indian Bank, the products & Services to be provided by the selected bidder under this RFP will be extended to the New/Merged Entity, at no additional cost and with the same terms & conditions.

## 20. Information for selection of vendor:

- 20.1 Prior to expiration of the period of bid validity, the Purchaser will inform to selected bidder in writing or by electronic means, further confirmed in writing by registered letter, that the bidder has been selected as vendor by the Purchaser.
- 20.2 The information for selection will constitute the basis for formation of the Contract.

## 21. Negotiation

The Bank reserves the right to further negotiate on the price offered, with the L1 vendor, if the price quoted is found unreasonable or in any exceptional circumstances.

## 22. Awarding of Contract

**After the online reverse auction, Bank will rank the bidders in the ascending order of the final amount quoted by them during the online reverse auction. The lowest quoted bidder L1 bidder, the second lowest quoted bidder as L2 bidder and the third lowest quoted bidder as L3 bidder and so on. If any bidder does not quote any price during reverse auction, then the price quoted by them in indicative commercial will be taken as their quoted price.**

Contract will be awarded to the L1 bidder for the 100% quantity, who will be declared as the successful bidders based on prices offered during commercial evaluation.

If for any reason, L1 Bidder backs out after issuance of Purchase order or the purchase order given to the L1 Bidder does not get executed in full / part, the Bank may Invoke Performance Bank Guarantee and blacklist the Bidder for a period of Three year.

## 23. Signing of Contract

Within Fifteen (15) days from the date of receiving the Purchase Order, the Successful bidder(s) shall provide acceptance of the purchase order, sign the contract as per the format provided in section VII (3) and return it to the Bank. Also a Service Level agreement shall be entered into, which will contain the



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service related clause of the RFP, such as Warranty, Personalization and fulfilment of Key fob, Quality Standards, Penalties, Turnaround time, Intellectual Property rights, termination, settlement of disputes etc. All contracts will be valid for 2 years from the date of signing of contract.

Integrity pact executed between the Bank and successful bidder(s) is deemed to be a part of the contract.

#### 24. Performance Security

Within Fifteen (15) days of the receipt of Purchase order from the BANK, the successful bidder shall furnish performance security in accordance with the Conditions of Contract, by signing the Performance Security Form (Section VII (4)) provided in the RFP Documents.

Failure of the successful bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for the annulment of the award and bank may invoke Bid Security and blacklist the bidder for next three years, in which event the BANK will call for new bids (re-tender).

#### 25. Coverage of all Banks under the EPF & MP Act 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

#### 26. Exemptions to Micro & Small Enterprises

MSEs registered under Single Point Registration Scheme of NSIC are exempted from payment of cost of RFP and Bid Security. For availing this benefit, such bidders must submit the copies of relevant Registration Certificates clearly indicating their capacity and monetary limit during the pre-bid meeting. In case the capacity and monetary limit specified in the registration certificate is less than the tender value, bidder must get assessed the competency of the unit to execute contract of the higher value keeping in view of the pending load on the unit from inspection agency of NSIC for higher capacity / competence.

However, the exemption is only for cost of RFP & Bid Security at the time of submission of RFP/tender documents. If such a bidder is successful in the RFP



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process, then performance guarantee as per the RFP document shall be submitted.

## **27. Non-Disclosure Agreement**

The authorised representative of the bidder shall submit a non-disclosure agreement given in Section VII format 10 herein on behalf of the Bidder Company and individual capacity of all the persons contracted.



## SECTION-IV

### INSTRUCTIONS TO BIDDERS FOR E-TENDERING

#### 1. GENERAL

These Instructions for e-Tendering supplement other terms and conditions of this RFP.

#### 2. INSTRUCTIONS

##### 2.1. RULES FOR WEB PORTAL ACCESS

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.in/indianbank> meant for this purpose with the help of the Service Provider identified by the Bank.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their system, internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power or connectivity at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.





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9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 4, however physical documents, to be submitted offline, can be submitted on the next working day upto the appointed time. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

## 2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.in/indianbank>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Support/ Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

**Note:** Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.

### Support Desk Contact Details

M/s. Antares Systems Limited  
#24, Sudha Complex, 3<sup>rd</sup> Stage, 4<sup>th</sup> Block





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Basaveshwaranagar, Bangalore – 560 079.  
Support Contact No. 080-40482100, 99432 77499, 8951944383  
Support Email: [gunaseelan.m@antaressystems.com](mailto:gunaseelan.m@antaressystems.com)

## 2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- Eligibility Criteria, along with all supporting documents required.
- All forms and annexures as per this RFP on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- All supporting documents and product literature in support of Technical specifications.
- Relevant brochures
- Compliance to Technical Specifications as per Technical Bid.
- Any other information sought by the Bank with relevant to this RFP.

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in RFP documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

## 2.4. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

## 2.5. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the RFP Reference number, due date, Name of the Bidder, etc.



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- DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 9)
- Integrity Pact
- Bid Security (Earnest Money Deposit)

**Note:** Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document. The bidder is requested to submit the original documents in a Sealed Envelope on or before 13.05.2022, 03.00 PM to the address mentioned under schedule 4 of this RFP. The envelope shall be super scribed as **“Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key Fob”** and the words ‘DO NOT OPEN BEFORE (13.05.2022 at 03.30 PM)’.

## 2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.in/indianbank>), click on System Requirement Manual/ User Manual.

**The following ‘Four Key Instructions’ for bidders must be assiduously adhered to**

- Obtain individual Digital Signing Certificate (DSC or DC) well in advance before bid submission deadline on e-tendering portal.
- Register your organization on e-tendering portal well in advance before bid submission deadline on e-tendering portal
- Get your organization’s concerned executives trained on e-tendering portal well in advance before bid submission deadline on e-tendering portal
- Submit your bids well in advance of bid submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

**Note:** While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.



## SECTION V - CONDITIONS OF CONTRACT

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## 1. DEFINITIONS

1.1 In this contract, the following terms shall be interpreted as indicated:

- a. **"The Contract"** means the agreement entered into between the Bank and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c. **"The Goods"** means all of the equipment, machinery, and / or other materials which the Supplier is required to supply to the Bank under the Contract;
- d. **"The Services"** means those services ancillary to the supply of the RuPay Smart payment Key fob such as transportation and insurance, and any other incidental services, such as courier, testing of old and new key fobs, provision of technical assistance and other such obligations of the Supplier covered under the Contract;
- e. **"The Purchaser"** means Indian Bank.
- f. **"Bank"** where applicable, means Indian Bank
- g. **"The Supplier"** means the individual or firm supplying the Goods and Services under this Contract.

## 2. Contract validity period

The contract shall be valid for a period of Two (2) years. The Bank intends to order 50,000 **RuPay On-the-Go Smart Payment Key Fob with Packaging** in the contract period as specified in Section IX – Commercial Bid. The Bank shall be at liberty to place an additional quantity of Payment Key Fob / other items mentioned in the RFP till the contract period is over.

The indicative Key fob quantity required for the entire contract period of 2 years is as follows:

Sr.No.	Card Type	Specs	Quantity
1	RuPay On-the-Go Smart Payment Key Fob with Packaging Box for Key Fob	Specs as per NPCI	50,000

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In case of Amalgamation/Merger of Indian Bank, the products & Services to be provided by the selected bidder under this RFP will be extended to the New/Merged Entity, at no additional cost and with the same terms & conditions.

The bank at its discretion may extend the contract by one more year after reviewing the performance of the bidder.

### 3. Personalization of Rupay Smart Payment Key fob

Personalization of Payment Key fob can be made in phases as mentioned in Section IX – Commercial Bid.

The Key fob production file will be produced and will be sent from the Bank's ATM Card Department at Head office, Chennai, containing the details for Key fob personalization. The Bidder will personalize the Key fob and print complete kit/collaterals, pack in the printed box and same will be dispatched by the courier agency / post office. Bidders will dispatch the packaged Rupay Smart Payment Key fob as per their arrangement with courier/Indiapost and monthly payment will be released as per invoice submitted by bidder for personalisation and dispatch cost.

### 4. Quality standards

The vendor should abide by the quality standards and specifications prescribed by NPCI/RuPay for procurement / personalization of key fob. For packaging box and collaterals, the printing should be strictly in accordance with the specimen approved by the Bank. The Bank is looking for well proven product material, which is to be used by a large number of users in India.

### 5. Penalties

It is absolutely essential for the vendors to understand that the key fobs are very important to be personalized in time and hence any delay in dispatch of key fob will be viewed by the Bank seriously and will attract a penalty for non-compliance with the Turnaround Time mentioned below. The Successful Bidder(s) should implement and ensure business continuity of key fob personalization and supply services per the scope of the work. Penalties may be in the nature of liquidated damages, deduction from the Invoices, withholding of payments or invocation of the Performance Bank Guarantee.

### 6. Turnaround Time

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

RuPay On-the-Go Smart Payment Key Fob – Within 2 working days for dispatch of packed Key fob from receipt of Key fob Track data file.



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The Bidder will endeavour to provide key fob with a shorter TAT and the same may be indicated in the bid.

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

Item	Penalty
Non production of proof of dispatch of key fob within 2 working days from submission of track File generated.	The Bidder shall be charged penalty for not adhering to the TAT at the rate of Rs. 10.00 per day per key fob not produced/dispatched subject to a cap of 10% of total invoice value.

## 7. Acceptance test

At its discretion, the Bank will conduct an acceptance test at Chennai Head Office. The test will include physical verification and testing. There shall not be any additional charges payable by the Bank for carrying out this acceptance test. In the event of any errors and discrepancies detected during acceptance testing, resulting in corrective action on the part of the vendor, the schedule for acceptance testing will be revised on a mutually convenient date at the cost and expenses of the vendor. The Bank reserves the right to get the key fob, steel ring and packing material tested by a consultant/agency of its choice and the vendor will not object to the same. The Bank will test the packing and conduct a drop test, to ensure the strength of packing not to go astray during transit in postal/courier channel.

## 8. Infrastructure

The vendor has to maintain the proper infrastructure at the vendor's site / site proposed by the Bank, including Machines for personalization of key fob, manpower to run the machines, maintenance and spares for the machines, consumables for the machines, manpower to dispatch the personalized key fob and responding to queries raised by bank with details/ confirmation for dispatch/ non dispatch.

## 9. Insurance

The vendor will ensure insurance cover for the infrastructure deployed for key fob production, as well as for transfer of payment keyfobs and packaging boxes to the Bank's Centralized Processing Centre/ branches/customer addresses. Details of the insurer and the nature of insurance procured must be made available to the Bank after agreement with the Bank within 2 weeks.



#### 10. Right to alter quantities

The Bank reserves the right to alter the quantities by 10% as specified in the tender in the event of changes in plans of the Bank. The Bank at its discretion may order personalization and fulfilment of more or less than the quantity under the tender and avail personalization services including preparation of collaterals and administration for the same at the same price and terms.

#### 11. Technical inspection and performance evaluation

The Bank reserves the right to carry out technical inspection of key fob material /Chip quality/Chip specification/ Personalization /packing material/box/ dispatch of payment key fobs by the Vendor at its discretion.

#### 12. Delivery

The vendor should complete the activity of payment key fob personalization, packing, welcome letter, user guide, Terms & Conditions etc., and delivery thereof to the Postal/Courier agency as per the below schedule.

Description	TAT
Personalized /Non-personalized Wearable Payment Key Fob	Within 2 working days from receipt of payment key fob data file

For any delay beyond above, reasons should be submitted to the bank in writing. The Bank will be at liberty to accept or decline any such reason, and delay shall be subject to penalty as detailed in Clause 6 above.

The vendor should send daily MIS to the bank through e-mail regarding the details of the key fob handed over to the courier agency / post office. Failing in which will be considered as non-compliance of the same and **penalty will be levied as Rs. 100/- per day for first 10 days afterwards from 11th day Rs. 500/- per day penalty** will be levied and deducted by the Bank from invoices submitted by the vendor.

#### 13. Stocking of key fob, steel ring, chip, collateral and packing material

The vendor should stock the printed kits (collaterals) and procured key fob material, steel ring, chip, packing boxes, inside packing materials as per NPCI specifications or approved by Bank. The vendor is required to maintain complete record of dispatch and the stock of key fob and collaterals. The stock shall be subject to periodic audit by the bank or its representatives and the vendor should make necessary arrangements for the same. The service provider has to ensure continuous supply of said key fob and should avoid any stoppage in production for want of material, ring, collaterals and/or packing materials.

The Service Provider shall be required to place order for key fob material and collaterals, maintain sufficient stock of material / collaterals for at least 60 days



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consumption to meet out any disruptions in supply. The Service Provider shall be required to make arrangements for safe keeping of the material and collaterals in their premises as per the standards laid down by NPCI in this regard. Service provider should maintain proper records. Bank reserves the right to inspect such records periodically.

#### 14. Service requirements

Bank reserves the right to review the performance of the vendor every year for quality of Chip specified, durability of Chip and material of key fob and collaterals with personalization parameters etc.. Bank reserves the right to terminate the contract with immediate effect for poor quality performance. Non-compliance of any of the prescribed conditions would entitle the Bank to cancel the order anytime.

The quality of key fob personalization will be judged based on the look and durability of the items embossed/printed on the key fob and the clarity of the matter embossed/printed on the key fob wherever applicable.

#### 15. Warranty

The vendor should warrant against fading of the design/emboss details on the key fob. This warranty shall be valid even after the termination of the agreement between the Bank and the vendor. The Bank may extend the validity of the Performance Bank Guarantee provided by the vendor in accordance with Clause no.23 to ensure that this warranty is complied with.

#### 16. Design/Logo/text

The design/logo/text for key fob and collaterals (user guide, welcome kit, terms and conditions etc.) shall be specified and approved by Bank. The Bank will have the right to change artwork at any time during the validity of contract. Bank will provide the design/logo/text as per requirement and vendor will arrange to take necessary approval from the authorities like NPCI and minor changes, if required, at no extra cost. However, sufficient notice shall be given by the Bank to enable the vendor to exhaust its existing stock of key fob.

#### 17. Intellectual Property Rights

- 17.1 Bidder warrants that the Inputs and deliverables (including Hardware, Software, Documentation, Chip, key fob, etc) provided to the Bank shall not infringe upon any third party intellectual property rights, including copyrights, patents, trade secret, mask word, trade mark, utility model, industrial design and other intellectual property rights of any nature whatsoever. The Bidder has to ensure that such third party rights are not infringed even in case of equipment/ software provided on behalf of consortium as Bidder. In the event that the deliverables become the subject of a claim of violation or infringement of such third party's intellectual property rights, Bidder shall, at its choice and expense: (a) procure for



Bank the right to continue to use such Deliverables; (b) replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing deliverables; or (c) if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse Bank for any amounts paid to Bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the Bank to use the proposed solution.

- 17.2 The indemnification obligations stated in this clause apply only in the event that the Indemnified Party provides the Indemnifying Party prompt written notice of such claims; grants the Indemnifying Party sole authority to defend, manage, negotiate or settle such claims; and makes available all reasonable assistance in defending the claims (at the expense of the Indemnifying Party). Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the Indemnified Party make any payment or bear any other substantive obligation without the prior written consent of the Indemnified Party. The indemnification obligations stated in this clause reflect the entire liability of the parties for the matters addressed thereby.
- 17.3 Bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software.
- 17.4 Bidder also acknowledges any intellectual ideas of Bank's team members and business processes of Bank that are incorporated in the system are the intellectual property of Bank to that extent and Bidder has to deal the matter in a way they shall deal with intellectual property rights and shall not share or use such intellectual property without prior consent of Bank in a written communication.
- 17.5 The Bidder shall ensure that the hardware, software, Chip, key fob etc. provided to the Bank meets all the requirements as envisaged in the scope of this document (and Annexures referred to in the RFP).
- 17.6 The Bidder shall install the equipment and commission the infrastructure and acceptance test at the Bidder's own cost as per the accepted time schedules. The Bidder is liable for penalties levied by Bank for any deviation in this regard. The Bidder shall provide for all tools, testing instruments, drivers, consumables required to install, configure, and test the infrastructure without any further charge, expense and cost to Bank.

**18. On-site visit**

The Technical Team of the Bank may visit the management centre and other facilities of the Bidder who qualify the eligibility criteria, in case of need, besides onsite visit to other Banks where such Bidder is providing the said services, to evaluate the technical capability of the Bidder and costs incurred by the team representing the Bank will be borne by the Bank.

**19. Compliance with Statutory and Regulatory Provisions**

It shall be the sole responsibility of the Bidder to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP. Selected vendor will have to provide the Complied Audit reports of VAPT, VA scan and Application Audit of the server/application which will be used for data processing and certificate for data storage locally in India.

**20. USE OF CONTRACT DOCUMENTS AND INFORMATION;**

20.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

20.2 The Supplier shall not, without the Bank's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

**21. PATENT RIGHTS**

If at the time of supplier supplying the key fob & collaterals in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, supplier shall indemnify the Bank and keep it indemnified in that behalf. Successful Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Successful Bidder(s) that gave rise to claim, under this tender.

22.1 This limit shall not apply to third party claims for

a) IP Infringement indemnity



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- b) Bodily injury (including Death) and damage to real property and tangible property caused by vendors' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

22.2 The Supplier shall:

- a) at its expense defend Bank against any IP Claim; and
- b) Indemnify Bank by paying the damages, costs, and attorneys' fees with respect to the IP Claim that are either awarded against Bank in a final, non-appealable court judgment, or required to be paid by Bank in a settlement of the IP Claim.

22.3 Supplier's obligations set forth in this Section are subject to Bank's:

- a) providing Supplier prompt notice that the IP Claim has been threatened or brought, whichever is sooner (the "Claim Notice");
- b) providing relevant documentation and information to the supplier with respect to the IP Claim or Resolution; and
- c) Complying with all court orders.

## 22. PERFORMANCE SECURITY

- 22.1 Within 15 (fifteen) days of receiving the purchase order, the selected vendor/s shall furnish to the Bank performance security by way of Bank Guarantee, called Contract Performance Guarantee, equivalent to 3% of the Contract amount valid for complete 2 years plus sixty (60) days with additional 1 year claim period after date of expiry.
- 22.2 Performance security submitted by the vendor shall be invoked by the Bank as compensation for any loss resulting from the vendor's failure to complete its obligations under the Contract.
- 22.3 The Contract Performance Guarantee will be discharged by the Bank and returned to the vendor not later than sixty (60) days following the date of completion of the vendor's performance obligations under the Contract, including any warranty obligations.
- 22.4 Failure of the successful bidder(s) to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the BANK will call for new bids (re-tender).

## 23. INSPECTIONS AND TESTS

- 23.1 The Bank or its representative shall have the right to inspect and / or test the Goods to confirm their conformity to the Contract specifications. The Bank shall



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notify the vendor in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 23.2 Any charges payable to the Bank representative designated for inspection shall be borne by the purchaser (charges payable to the Bank representative will be borne by Purchaser i.e. Indian Bank).
- 23.3 The inspections and tests may be conducted on the premises of the vendor or its subcontractor(s). If conducted on the premises of the vendor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Bank i.e. Successful bidder shall make arrangements at their premises for inspection and tests.
- 23.4 The Bank's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Bank or its representative prior to the Goods' shipment.
- 23.5 The vendor shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank/ its auditors (internal and external)/ any statutory/regulatory authority/ authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to services provided to the Bank, in the presence of representatives of the vendor, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the vendor related to this agreement and cause inspection.

## 24. PACKING

The packing material and the way consignments are packed shall be to the Bank's satisfaction after observing a drop test and moisture test. The vendor shall ensure that the packing is done in the right way and with material which ensures compliance to the aforementioned two tests.

## 25. PAYMENT TERMS

100% payment will be released for the key fob only, once the Smart Payment Key Fobs are procured and kept in safe vault.

Personalization and dispatch payment will be made on a monthly basis only after submission of invoices, production and dispatch MIS along with PODs and detailed sheets for the actual number of key fobs personalized along with collaterals, user guide, terms and conditions and dispatched as per the Bank's instructions. Dispatch will be deemed complete only when key fobs are dispatched and MIS of the same with PODs is provided.



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## 26. CHANGE ORDERS

The Bank may at any time, by a written order given to the vendor make changes within the general scope of the Contract for the following:

- a. drawings, designs, embossing, brand, logo or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the BANK;

## 27. DELAYS IN THE VENDOR'S PERFORMANCE

- 27.1 Delivery of the Goods and performance of Services shall be made by the vendor in accordance with the time schedule prescribed by the Bank for respective goods and services.
- 27.2 If at any time during performance of the Contract, the vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, the Bank shall evaluate the situation and may at its discretion extend the vendor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 27.3 However, this penalty will not be applicable if the delay is with the prior written approval of the Bank.

## 28. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of contract, by written notice (with a notice period of 30 days) of default, sent to the vendor, may terminate this Contract in whole or in part:

- a. If the vendor fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the BANK; or
- b. If the vendor fails to perform any other obligation(s) under the Contract and fails to cure the same **within a curing period granted by the Bank through a written notice**; or
- c. If the vendor, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

**"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and





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**“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the BANK, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the BANK of the benefits of free and open competition.

- d. In the event the Bank terminates the Contract in whole or in part, the BANK may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the vendor shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the vendor shall continue performance of the Contract to the extent not terminated.

## 29. FORCE MAJEURE

The vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay 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 vendor and not involving the vendor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the vendor shall promptly notify the BANK in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the vendor 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.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, Bank hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

## 30. ADOPTION OF INTEGRITY PACT

- 30.1 The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.



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- 30.2 Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 30.3 The Bidders shall submit signed Pre Contract integrity pact as per the format in Section–VII (8). Those Bids which are not containing the above are liable for rejection.
- 30.4 Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 30.5 Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
- 30.6 Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 30.7 The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- 30.8 Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 30.9 Integrity pact shall be signed by the person who is authorized to sign the Bid.
- 30.10 The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Shri. Brahm Dutt, IAS (Retd) Email:dutt.brahm@gmail.com	Shri. Girraj Prasad Gupta, ICAS (Retd) Email: gpgupta1804@gmail.com
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- 30.11 Change of law / policy / circular relating to Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.

### **31. LIMITATION OF LIABILITY**

Supplier 's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.

This limit shall not apply to third party claims for





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- a. IP Infringement indemnity
- b. Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.

## **32. LIABILITY OF VENDOR**

- 32.1 Vicarious Liability- The Selected Bidder shall be the principal employer of the employees, personnel/individual, engaged by the selected Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of personnel/individual, etc. by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc. of such employees, agents, contractors, sub-contractors etc. of the selected Bidder shall be paid by the selected Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder 's employees, personnel/individual, etc. The selected Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected Bidder employees personnel/individual, etc.
- 32.2 The Bidder shall be absolutely responsible for the payment of salary, all other statutory obligations to the employees engaged/to be engaged by the bidder to pay salary / wages, bonus, arrears, employment, terminal benefit, compensation and other claims whatsoever and the Bank has no connection in relation to such matters.
- 32.3 Bidder shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations and Abolition) Act and all other labour and industrial enactment at their own risk and cost in respect of all AGs by Bidder. The Bank shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. hence non compliance or violation of any of these provisions of any of the Acts will be treated as breach of contract and shall lead to the



termination of the contract. The Bidder shall maintain all records required to be maintained under statutory enactments and the Bidder shall submit to the Bank a certificate every month to the effect that Bidder has and is complying with all the statutory regulations as said heretofore.

- 32.4 The relationship between the Bank and the selected bidder is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Supplier hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party

### **33. SETTLEMENT OF DISPUTES**

If any dispute or difference of any kind whatsoever shall arise between the purchaser and the vendor in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

- (1) In case of dispute or difference arising between the Bank and a domestic vendor relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the respective Bank and the Vendor; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks Association, India which appointment shall be final and binding on the parties.



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- (2) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Bank' Association, both in cases of the Foreign Supplier as well as Indian Supplier, shall appoint the Arbitrator. A certified copy of the order of the Indian Bank' Association making such an appointment shall be furnished to each of the parties.
- (3) Arbitration proceedings shall be held at Chennai India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (4) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (5) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian BANK' Association.

Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- (b) The Bank shall pay the vendor any monies due to the vendor.

Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal/other legal recourse.

#### 34. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India.

#### 35. SCOPE OF WORK

The Bank is looking for the vendor to undertake the various activities as specified in the tender document.

The scope of work is mentioned below.

1. Preparation of Art Work of RuPay On-the-Go Smart Payment Key Fob, as per the design finalized by Bank, obtaining approval of design and



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contactless Smart Payment Key Fob with RuPay as per Bank's requirements.

**2. Procurement**

- a Smart Payment Key Fob as per specification approved by NPCI for wearables (RuPay).
- b Packaging box and leaflet as per Bank's specification. Design and text for the above documents/ items shall be provided by Bank. Vendor has to format these documents and arrange to print in standard quality paper. Changes if required in the existing collateral shall be advised to the vendor from time to time. Vendor will immediately arrange for the required changes without any additional cost to the bank. Bank may also require to add additional documents in welcome kit without any additional cost.

**3. Personalization of key fob:** Contactless personalisation of data in the Payment Key Fob as per RuPay/NPCI wearables approved specifications.

**4. Printing of Kit:** Printing of packaging box and leaflets etc. as per specifications and contents / design approved by the Bank.

**5. Fulfillment:** Printing of label and affixing on the box, insertion of wearable in the box, Quality check with Contactless reader and creating infra for Scanning activity and QC. in case of personalized Payment Key Fob.

**6. Dispatch and Returns Management:**

- a All personalized key fob shall be dispatched to Customer address / other locations as directed by the Bank from time to time by Bidder's appointed courier/ speed post.
- b Bank may advise vendor to send specialized personalized payment key fob to Branch also.
- c All processes like MIS, POD management, and other related documentation with respect to dispatch have to be taken care for the Smart Payment Key Fob by the vendor.
- d Returned consignment should be returned to Vendor/Branch Address. If consignment is returned at vendor address then vendor shall maintain a proper record of such returns with specific reasons and re-dispatch these key fob after remedial measures are complied with, duly recorded, without any extra charge to the Bank.

**7. Packing:** The packing material and the way consignments are packed shall be to the Bank's satisfaction after observing a drop test and moisture test.



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The vendor shall ensure that the packing is done in the right way and with material which ensures compliance to the aforementioned two tests.

8. **Disposal of rejected Payment Key Fobs:** Rejected Payment Key Fobs should be destroyed by the bidder under camera surveillance and the Backup of the CCTV recording should be retained for a period of 1 month. A daily report on the rejected Payment Key Fob should be made available to the Bank.
9. SFTP or any other mode of secure communication with digital signature / encryption & decryption for download and upload of customer data /Emboss. Keys for encryption/Digital Signature should be securely kept and approved processes should be followed.
10. Daily MIS Reports for production, dispatch of Payment Key Fobs with consignment nos. and date of dispatch, and stocks of Payment Key Fobs and other stationery to be sent to the Bank. The bidder should also alert the Bank in case of re-order requirements for any specific kind well in advance of a stock- out situation.

### 36. Project timelines

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

- The bidder will within a period of 4 weeks from the date of the Purchase Order, obtain approval of the Bank and NPCI regarding art work and applications, arrange for test key fob, complete all infrastructural requirements and begin acceptance testing and delivery of Rupay contactless key fob.

### 37. Quality of Key fobs to be supplied

Bidders must ensure that the physical characteristics of the payment key fobs to be supplied to the Bank must conform to NPCI standards.

Please note that, no material will be used for manufacturing from manufacturers who have been banned by any regulatory authority/ Govt. organisation. If found otherwise, vendor will have to replace all these key fobs at no extra cost to the Bank.

If the successful bidder is found to use any chip in the key fob which has been banned by any regulatory authority/UIDAI/NPCI etc, the Bank has the right to terminate the contract with the Vendor and may recommend to IBA for blacklist the Bidder from participating in any IBA member bank's business offer.



## SECTION VI - ELIGIBILITY CRITERIA

The eligibility criteria for the bidders and the documentary proof to be submitted to establish the eligibility for each criterion are as under:

Sr. No.	Criteria	Documents to be submitted
1.	The Bidder should be a Company / Firm / MNC / Group Company registered in India and in operation in India for at least 3 financial years (2018-19, 2019-20, 2020-21) as on the date of bid submission.	Certificate of Incorporation / Registration
2.	The bidder must have been in the business of processing and personalization of Rupay On-the-Go Smart Wearables/other wearables for Public Sector Banks/Private Sector Banks/Foreign Banks/ Fintechs in India.	Copy of purchase orders (all pages) issued before 31.03.2022 covering scope of work specified in this RFP.  A certificate from the Bank/ Fintech clearly mentioning that the services of Bidder were availed for successful processing and personalization of RuPay On-the-Go Smart Wearables/other wearables.
3	The average turnover of the bidder should be at least Rs.20 Crores or above from Card/Smart Wearables business in India for the last 3 consecutive financial years (2018-19, 2019-20 & 2020-21). This must be the individual Company's turnover and not that of any group of Companies.	Copies of audited balance sheets of the Bidder for last three consecutive audited financial years of the Bidder. Latest shall be of FY 2018-19, 2019-20 and 2020-21. Certificate from Chartered accountant/ company secretary clearly mentioning "The turnover of the bidder from <b>Card/Smart wearables business in India</b> for the last 3 consecutive financial years."
4	The bidder should have a positive tangible net worth from business in India during the last three consecutive financial years (FY 2018-19, 2019-20 & 2020-21).	Copies of audited balance sheets of the Bidder for last three consecutive audited financial years of the Bidder i.e. FY 2018-19, 2019-20 and 2020-21. Certificate from chartered accountant/ company secretary clearly mentioning "The net worth of the bidder from <b>business in India</b> for the last 3 consecutive financial

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		years. Will be required”
5	The Bidder should have processed and Personalized at least Ten Thousand (10,000) RuPay On-the-Go Smart Wearables/other wearables for Scheduled Commercial Banks in India and supplied to Banks during the FY 2020-21 and 2021-22.	Certificate from Banks
6	The bidder should have sufficient capacity for supply of RuPay On-the-Go Wearable to the Bank's requirements of minimum 1,000 quantity per day.	Self-certification along with details of the hardware deployed for said purpose, its capacity & current utilization to be provided.
7	The bidder should be in the list of approved vendor of NPCI for Personalization of wearables as on the date of RFP.	Approved vendor list from NPCI or copy of certification/Status of certification process) to be attached. If certification is under progress with NPCI, it should to be completed and submitted to Bank within 30 days from date of RFP.
8	The Bidder should have internal control and audit measures in place.	ISO or similar certificates required along with letter issued by company secretary confirming that internal control and audit measures are in place.
9	The bidder should have Disaster Recovery and Business Continuity Plan in Place. DR/BCP site must be located in India.	DR and BCP plan document to be submitted.
10.	The bidder should have ISO / security certification ISO 9001 and ISO 27001.	ISO certificate
11.	The bidder should not have been Blacklisted/ terminated by any Government/ Public sector organization/PSU Bank / IBA / RBI /any regulatory authority during the last five years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices, at any	Undertaking as per Section VII (18)



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	point. 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/terminate any contract entered with the vendor and invoke Bank guarantee at its discretion.	
12.	Bidder/ OEM should not be classified as a loan defaulter of any Bank.	Certificate from existing Bankers to be submitted.
13.	Bidder should have PCI DSS certification	Necessary certificate to be submitted by the bidder.
14.	The systems offered should not violate any Intellectual Property.	Self Declaration

**Other Terms and Conditions:**

- The bid should be accompanied by bid security as per Section VII (2).
- Manufacturer's Authorisation as stipulated in the bid should be submitted for smart wearables.
- All bids submitted shall also include the following information.
  - Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company etc.
  - The Bidder should furnish a brief write-up, backed with adequate data, explaining its available capacity and experience (both technical and commercial) for the manufacture and supply of the required systems and equipments within the specified time of completion after meeting all their current commitments.
  - The Bidder should clearly confirm that all the facilities exist in its factory for inspection and testing and these will be made available to the Purchaser or its representative for inspection.
- Vendor shall indemnify, protect the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights, agency / dealership etc., or such other statutory infringements in respect of the entire software and hardware supplied by the vendor.

Compliance to eligibility criteria should be clearly mentioned in the Qualification Application document (Section VII (7)) by providing appropriate details.

Bids submitted which are not meeting the above criteria, will be liable for rejection. Bidder must comply with all the above mentioned criteria. Non-compliance of any of the





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criteria will entail rejection of the bid summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. INDIAN BANK reserves the right to verify / evaluate the claims made by the bidder independently. Any decision of INDIAN BANK in this regard shall be final, conclusive and binding upon the bidder.



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## SECTION VII - BID FORM AND OTHER FORMATS

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## 1. BID FORM

Date: \_\_\_\_\_

To

The Assistant General Manager (DBD)  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (IIInd Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

Having examined the RFP Documents (Ref:CO/DBD/KEYFOB/138/R1/2022-23 dated 18.04.2022) including addendum corrigendum, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob for Indian Bank, in conformity with the said RFP Documents, in accordance with the Schedule of Prices that will be submitted by us during the online reverse auction.

We undertake, if our bid is accepted, to deliver the goods in accordance with the timeline given for the good and services as per the RFP.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 3% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this offer for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with the price bid submitted during online reverse auction and your purchase order, shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any bid you may receive.

We hereby confirm that we are not blacklisted by any PSU or any scheduled commercial bank currently.

We confirm that all the facilities exist in our ..... (Indicate Factory, warehouse or office as the case may be) located at ..... for inspection and testing and these will be made available to the Bank or its representative for inspection.



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If the contract is awarded to us, we will extend the support for the goods and services offered by us for a period of two years on 24 x 7 basis.

We confirm that we comply with the qualification criteria of the RFP documents and are submitting proof of the same and the other documents as per the below checklist:

No	Documents to be submitted	Submitted (Yes/ No)
1	Authorization letter for signing the bid documents alongwith Board resolution in the name of the official issuing authorization letter.	
2	Copy of RFP document with seal & signature on all pages and forms as per section VII format .	
3	Copy of all notices and amendment corrigendum, with seal & signature on all pages.	
4	Bid Security (Earnest Money deposit) as per Section VII (2)	
5	Demand Draft / Online Payment confirmation towards the cost of bid documents. (If not submitted during the pre-bid meeting).	
6	Qualification Application (Section VII (7))	
7	Responses to technical specifications (Section VIII of RFP)	
8	Copies of Certification of incorporation / constitution / legal Status / registration of the bidder. (For Eligibility Criteria 1).	
9	Copy of a purchase order received from a client in India for procurement of smart wearables.(For Eligibility Criteria 2).	
10	Audited balance Sheet of last three financial years (2018-19, 2019-20 & 2020-21) (For Eligibility Criteria 3).	
11	Certificate from a Chartered Accountant to confirm the Operating Profit and net profit from card/smart wearable business in India during last three financial years (2018-19, 2019-20 & 2020-21) (For Eligibility Criteria 3).	
12	Certificate from a Chartered Accountant to confirm that the turn over and tangible net worth provided in the audited balance sheets are solely from the card/Smart wearables business in India (For Eligibility Criteria 4).	
13	Certificate from Bank confirming number of smart wearables supplied from 01.04.2020 to 31.03.2022 (For Eligibility Criteria 5).	
14	Self-certification along with details of the hardware deployed, its capacity & current utilization. (For Eligibility Criteria 6)	
15	Approved vendor list from NPCI or copy of certification from NPCI. (For Eligibility Criteria 7). Self Declaration for submission of certificate within 30 days, if certification is under progress.	

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16	Copy of latest audit report (For Eligibility Criteria 8).	
17	DR and BCP plan, document and ownership /lease records of the facility like ownership of facility like purchase deed of land or facility. (For Eligibility Criteria 9).	
18	ISO Certificate (For Eligibility Criteria 10).	
19	Undertaking for Black-listing as per Section VII (18) (For Eligibility Criteria 11).	
20	Certificate from existing Bankers confirming no loan default. (For Eligibility Criteria 12)	
21	PCI DSS Certificate (For Eligibility Criteria 13).	
22	Self declaration that the systems offered does not violate any Intellectual Property. (For Eligibility Criteria 14).	

.....

Name and Signature

In the Capacity of.....

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder) .....



Ref: CO/DBD/KEYFOB/138/R1/2022-23

## 2. BID SECURITY (EARNEST MONEY DEPOSIT)

To,  
The Assistant General Manager (DBD)  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (IIInd Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

Date

### Sub: Request for Proposal (RFP) for “Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob”.

Ref: RFP No. CO/DBD/KEYFOB/138/R1/2022-23 Dated 18.04.2022.

Dear Sir,

Whereas ..... (*hereinafter called “the Bidder”*) is intended to submit for Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob (*hereinafter called “the Bid”*).

KNOW ALL PEOPLE by these presents that WE ..... (*name of bank*) of ..... (*name of country*), having our registered office at ..... (*address of bank*) (*hereinafter called “the Bank”*), are bound unto Indian Bank in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

The conditions of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will



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note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

**NOTE:**

1. The Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank guarantee issued by Bank located in India shall be on a Non-Judicial Stamp Paper of requisite value.



### 3. CONTRACT FORM

**THIS AGREEMENT** made the .....day of....., 2022 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and ..... (*Name of Supplier*) having its Registered Office at (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part:

**WHEREAS** the Purchaser invited bids for certain Goods and ancillary services viz.,..... (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ..... (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the commercial Bid submitted by the Bidder;
  - (b) Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the Conditions of Contract;
  - (e) the Purchaser's Notification of Award.
  - (f) the purchase order
  - (g) the RFP including Addendum/s and corrigendum/s
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:





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SL. NO	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said..... (For Indian Bank)

in the presence of:.....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of:.....



Ref: CO/DBD/KEYFOB/138/R1/2022-23

#### 4. PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date:

To : INDIAN BANK, CORPORATE OFFICE, NO.254-260, AVVAI SHANMUGAM SALAI,  
ROYAPETTAH, CHENNAI – 600014

**WHEREAS** ..... (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of RFP No CO/DBD/KEYFOB/138/R1/2022-23 dated 18.04.2022 for Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputed bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE (Name of the Bank)** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

.....

Date.....2022

Address:.....

.....

#### NOTE:

1. Suppliers should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
2. Bank guarantees issued by Bank located in India shall be on a Non-Judicial Stamp Paper of requisite value



Ref: CO/DBD/KEYFOB/138/R1/2022-23

## 5. MANUFACTURERS' AUTHORIZATION FORM

No. \_\_\_\_\_

Dated:

To,

The Assistant General Manager (DBD)  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (IInd Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

Dear Sir,

**Ref: Indian Bank RFP CO/DBD/KEYFOB/138/R1/2022-23 dated 18.04.2022**

We, \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ (name & descriptions of goods offered) having factories at (address of factory) do hereby authorize the bidder M/s \_\_\_\_\_ (Name and address of bidder) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Request for Proposal (RFP).

We hereby extend our full guarantee and warranty as per Conditions of Contract of the above RFP for the goods and services offered for supply of our products by \_\_\_\_\_ M/s \_\_\_\_\_ (Name and address of bidder).

If the contract is awarded to M/s \_\_\_\_\_ (Name and address of bidder), we will support them for maintenance of products manufactured by us for two years. We will comply with the contract terms pertaining to our product in case \_\_\_\_\_ M/s \_\_\_\_\_ (Name and address of bidder) fails to execute the terms of the contract.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer.



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**6. PERFORMANCE STATEMENT (Smart Wearables)**  
**(FOR A PERIOD OF LAST 2 YEARS)**

Order placed by Full address of purchaser	Order No. and Date	Description and Quantity of the Equipment ordered	Value of Order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the wearable's quality and services be satisfactory? Attach a certificate from the Purchaser / consignee
				As per Contract	Actual		

Date:

Signature and Seal of the Bidder



## 7. QUALIFICATION APPLICATION

Details given in this form must be accompanied by documentary evidence to facilitate verification. Documents given with the Eligibility Criteria need not be given again. All relevant details are to be given separately for the Bidder and all subcontractors and other agencies employed/proposed to be employed for procuring, personalization, fulfilment, collaterals, and allied services. All the bidders submitting their bids against this bid must submit the qualification application along with the information in the following formats together with the relevant documentation:

General Details		
Sl. No.	Name of Company	Details
1	Postal Address	
2	Telephone, Fax Number, Email Address	
3	Constitution of the Company	
4	Nature of activity	
5	Details of ownership	
6	Holding company or parent company	
7	Name and designation of the person authorized to make commitments to the Bank	
8	Website address	
9	Sales Tax / VAT Number	
10	Income Tax PAN	
11	GST No.	
12	No. of Personnel who are employed for Personalization services	
13	Brief description of facilities for undertaking the services, along with location	
Financial Services		
14	Annual Turnover (2018-19)	
15	Annual Turnover (2019-20)	
16	Annual Turnover (2020-21)	



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Technical Details		
17	Installed capacity (per day) for personalization of Rupay smart wearable key fob	
18	Present Capacity Utilization	
19	No of smart wearables processed and personalized per month	
20	Experience in Smart Wearables	
21	Personalization of smart wearables	
22	Dispatches of Smart wearables per day	
23	Dispatches of smart wearables per months	
24	Number of personnel dealing with smart wearables (for helpdesk)	
25	Rejection percentage of personalised smart wearables	
26	Inventory control and management – Details of system in place.	
27	Security controls for smart wearables personalization Bureau (Physical, Double door, CCTV etc.)	
28	NPCI certification details for Rupay contactless key fob along with Date of certification.  Certification details with date of certification.	
29	System Architecture (Details to be attached)	
30	Internal Audit System	
31	Pre-and-post quality control checks	
32	CCTV and other surveillance system details	
33	DR and business continuity plan Location of the DR	
34	Complete Hardware and software details of all the systems including DR (Data Processing, smart wearables personalization, Security Systems, Communication Systems, Stuffing and Dispatch, Inventory Management etc.) that are to be deployed for the Bank	



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CO: DIGITAL BANKING DIVISION  
NO 66 RAJAJI SALAI  
CHENNAI 600001  
18/04/2022

Signature & Seal of the Bidder

Name:\_\_\_\_\_

Designation:\_\_\_\_\_

Place:\_\_\_\_\_

Date:\_\_\_\_\_





## 8. INTEGRITY PACT

### INTEGRITY PACT

Between

Indian Bank hereinafter referred to as "The Bank"

and

..... Hereinafter referred to as "The Bidder/Contractor"

#### Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Contractor(s).

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

#### **Section 1 – Commitments of the Bank**

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Bank, personally or through family members, will in connection with the RFP for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Bank will, during the RFP process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the RFP process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the RFP process or the contract execution.
  - c) The Bank will exclude from the process all known prejudiced persons.
2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



## Section 2 – Commitment of the Bidder(s)/Contractor(s)

- 1 The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the RFP process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the RFP process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the RFP process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical bids and business details, including information contained or transmitted electronically.
  - d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
  - e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2 The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## Section 3 – Disqualification from RFP process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder (s) / Contractor (s) from the RFP process.



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#### Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the RFP process prior to the award according to Section 3, the Bank may blacklist the Bidder for a period of Three year.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

#### Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the RFP process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the RFP process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

#### Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the RFP process all bidders who do not sign this Pact or violate its provisions.



## Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

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

## Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank 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 Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.



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8. The word '**Monitor**' would include both singular and plural.

### Section 9 – Pact Duration

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

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

### Section 10 – Examination of Books of Accounts

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

### Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact at .....on .....



-----

(For & On behalf of the Bank)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) -----

-----

-----

-----

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) -----

-----

-----

Witness 2:

(Name & Address) -----

-----

-----

Witness 2:

(Name & Address) -----

-----

-----



Ref: CO/DBD/KEYFOB/138/R1/2022-23

### 9. FORMAT FOR PRE-BID QUERIES

SI No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested





Ref: CO/DBD/KEYFOB/138/R1/2022-23

## 10. Non-Disclosure Agreement

**THIS AGREEMENT** made and entered into at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014, hereinafter called the “**Bank**” which term shall wherever the context so require includes its successors and assigns

AND

M/s. \_\_\_\_\_ Limited a company registered under the Companies Act having its registered office at \_\_\_\_\_ hereinafter called the “**supplier**” which term shall wherever the context so require includes its successors and assigns, **WITNESSETH**:

WHEREAS

The Bank is interalia engaged in the business of banking and have been procuring Rupay on the go smart payment keyfob,

M/s \_\_\_\_\_ Limited has been engaged in the business of Personalization, fulfilment and dispatch of \_\_\_\_\_

The Bank and Supplier have established a business relationship by entering into contract dated \_\_/\_\_/\_\_ for \_\_\_\_\_ (nature of services) and in course of the performance of the contract dated \_\_/\_\_/\_\_ it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

**NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:**

### 1. Confidential information

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records. Receiving party may use the information solely for and in connection with the performance of the above contract.

### 2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto. The receiving party shall not commercially use or disclose for commercial purpose any confidential information or



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any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement. Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

### **3. Exemptions**

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- a) Is already known to the Receiving party at the time of the disclosure without any obligation of confidentiality
- b) Is or becomes publicly known through no unauthorized act of the Receiving party
- c) Is rightfully received from a third party without restriction and without breach of this agreement
- d) Is independently developed by the Receiving party without use of the other party's confidential information and is so documented
- e) Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- f) Is approved for release by written authorization of the disclosing party; or
- g) Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

### **4. Term**

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

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Notwithstanding anything contained herein, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

#### 5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

#### 6. Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

#### 7. Remedies

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

#### 8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supercedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

#### 9. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

#### 10. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

#### 11. Governing laws



**Ref: CO/DBD/KEYFOB/138/R1/2022-23**

The provisions of this agreement shall be governed by the laws of India.

In witness whereof, the parties hereto have set their hands through their authorised signatories

## 12. Indemnity

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

Signed, Sealed and Delivered by the

said \_\_\_\_\_ (For Indian Bank)

in the presence of:

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

Signed, Sealed and Delivered by the

said \_\_\_\_\_ (For the Supplier)

in the presence of:

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_



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**11. UNDERTAKING TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS**  
(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To,

Date

The Assistant General Manager (DBD)  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (IIInd Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

**Sub: Declaration-Cum-Undertaking regarding compliance with all statutory Requirements**

In consideration of INDIAN BANK, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office 254-260, Avvai Shanmugam Salai, Royapettah, Chennai (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all forms/annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP Ref No. CO/DBD/KEYFOB/138/R1/2022-23 Date:18.04.2022 including all forms/ annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the forms/ annexures of the said RFP.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Place:**

**For M/s. .... Seal and Signature(s) of the Authorized Signatory (s)**



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**12. UNDERTAKING LETTER ON THE SELECTED BIDDER'S LETTERHEAD FOR  
CENTRAL MINIMUM WAGES ACT & LABOUR LAWS**

To,

Date

The Assistant General Manager (DBD)  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (IIrd Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

Sir,

**Sub: Confirmation for Government Rules relating to Minimum Wages:**

Further to our bid in response to the RFP for "Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob" (RFP Ref No. CO/DBD/KEYFOB/138/R1/2022-23 Date: 18.04.2022 herein referred to as RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages /salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

**(Proof of compliance and labour license needs to be submitted along with the quotation)**

Yours faithfully,

**Authorised Signatory**

**Designation**

**Bidder's corporate name**

**Place:**

**Date:**



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**13. UNDERTAKING LETTER ON THE BIDDER'S LETTERHEAD FOR GST LAW**

To,

Date

The Assistant General Manager (DBD)  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (II n d Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

Dear Sir,

**Sub: Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob**  
**(RFP Ref No. CO/DBD/KEYFOB/138/R1/2022-23 Date: 18.04.2022)**

Further to our bid in response to the Request for Proposal (Bank's RFP No CO/DBD/KEYFOB/138/R1/2022-23 Date: 18.04.2022) hereinafter referred to as "RFP" issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s ....., hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:





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#### 14. CERTIFICATE FOR LOCAL CONTENT

To,

Date

The Assistant General Manager (DBD)  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (IIInd Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

Dear Sir,

**Sub: RFP for “Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob”**

**(RFP Ref No. CO/DBD/KEYFOB/138/R1/2022-23 Date: 18.04.2022)**

This is to certify that the complete proposed solution is having the local content of \_\_\_\_\_ % as defined in the above mentioned RFP.

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

Sl. No	Make and Model	Name of Place

This certificate is submitted in reference to the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020, and Sept 16, 2020), clarification dated 04.03.2021 and other notice and clarifications.

For & on behalf of

Signature and seal of the statutory auditor or cost auditor of the company

Official Seal

Name:

Designation:

Date:



Ref: CO/DBD/KEYFOB/138/R1/2022-23

**15. DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH  
SHARES A LAND BORDER WITH INDIA**

**(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING/CERTIFICATE ON ITS  
LETTER HEAD)**

To,

Date

The Assistant General Manager (DBD)  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (IIInd Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

Dear Sir,

**Sub: RFP for “Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart  
Payment Key fob”  
(RFP Ref No. CO/DBD/KEYFOB/138/R1/2022-23 Date: 18.04.2022)**

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India as per the O.M.No.F.No.6/18/2019-PPD dated 23.07.2020; We certify that << name of the bidder>> & << name of the OEM>> are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached, wherever applicable]

Yours Faithfully,

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



Ref: CO/DBD/KEYFOB/138/R1/2022-23

**16. COMPLIANCE CERTIFICATE FOR NOT USING PRODUCT OF ANY BANNED COMPANY.**

To,

Date

The Assistant General Manager (DBD)  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (IIInd Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

Dear Sir,

**Sub: RFP for Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob**

**(RFP Ref No. CO/DBD/KEYFOB/138/R1/2022-23 Date: 18.04.2022)**

We undertake that for the Rupay Smart Payment Key fob being offered to the Indian Bank in response to the Request for Proposal for Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob Ref. No CO/DBD/KEYFOB/138/R1/2022-23 dated 18.04.2022, we M/s \_\_\_\_\_ do not use any chip which has been banned by any regulatory authority/UIDAI/NPCI etc in India.

If it is found later that usage of any chip in the Rupay smart Contactless Key fob which has been banned by any regulatory authority/UIDAI/NPCI etc, the Bank has the right to terminate the contract with us and may recommend to IBA for blacklisting us from participating in any IBA member bank's tender."

SIGNATURE

(Name & Designation)

(seal of the firm)



Ref: CO/DBD/KEYFOB/138/R1/2022-23

**17. DECLARATION FOR MSE BENEFITS**

*(To be submitted on the letter head of the bidder signed by Director/Company Secretary)*

To,  
The Assistant General Manager (DBD)  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (IIInd Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

**Sub: Request for Proposal for Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob**

Ref: Your RFP No. CO/DBD/KEYFOB/138/R1/2022-23 Date: 18.04.2022.

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. CO/DBD/KEYFOB/138/R1/2022-23 dated 18.04.2022 floated for Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- i. Issue of Tender Documents to MSEs free of Cost
- ii. Submitting of Tender Document by MSE without Bid Security (Earnest Money Deposit)

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s \_\_\_\_\_

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp



Ref: CO/DBD/KEYFOB/138/R1/2022-23

## 18. SELF DECLARATION – BLACKLISTING

To,  
The Assistant General Manager (DBD)  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (IIInd Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

Dear Sir,

**Sub: Request for Proposal for Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob.**

Ref: Your RFP No. CO/DBD/KEYFOB/138/R1/2022-23 Date: 18.04.2022.

We hereby certify that, we have not been debarred/ blacklisted for corrupt and fraudulent practices by the Government/ Public sector organization/PSU Bank /other Bank/financial Institute/ IBA / RBI /any regulatory authority and not have been insolvent / bankrupt on the date.

In case, at any later stage, it is found or established that, the above undertaking is not true, then the Bank will be free to revoke/terminate any contract entered with the vendor and invoke Bank guarantee at its discretion.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:



## **SECTION VIII – TECHNICAL BID (Technical & Functional Specification)**

### **1. Payment Key Fob**

- 1 RuPay On-the-Go Wearable Leather Key Fob with contactless NFC chip with Payment functionality inside.
- 2 Artwork as per NPCI specification (Bank's requirements)
- 3 Logo of Bank as per specification
- 4 Rupay brand logo as specified by NPCI
- 5 Steel ring in key fob as approved by Bank

### **2. Other Specifications:**

SI No.	ITEM DESCRIPTION	REMARKS
1	RuPay On-the-Go Smart Payment Key Fob	Leather key Fob with contactless NFC chip with Payment functionality inside.  Material: Leather Hardware: Stainless Steel ring
2	Payment Fob Quality	Strictly as per NPCI Standards
3	Color	Black/ Brown Leather/Any other color or design as required by Bank
4	Place of Delivery	As per detail provided by the bank
5	Delivery Schedule	Within 4 weeks (From Purchase Order date) approval/certification with NPCI for Payment Key Fob by NPCI/Rupay
6	Testing	Payment Key Fob design should be sent to RuPay/NPCI for testing and certification. Only after their clearance, the Bank would accept the Payment Key Fob.
7	Manufacture and Supply	Payment Key Fob would be manufactured strictly as per the specifications and standards Set out by RuPay/NPCI in this regard and as per design approved by the Bank. The Vendor shall ensure the quality of the Payment Key Fob

### **3. Specification for RFID Tags/NFC Tags/ Contactless Tags**

- a Tags should be compatible with payment and multi-applications



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- b Tags should compliant to ISO 14443 standard
- c Reading distance according to EMV Co contactless requirements

4. **Collaterals -**

**A. Welcome letter – Quantity 1 letter**

Size : 7" x 4.5"  
Paper : 130 GSM Art  
Printing : Both sides 4 color printing

**B. Terms & Conditions**

Size : 7" x 4.5"  
Paper : 130 GSM Maplitho  
Printing : 1 color back to back printing

**C. Packaging Box:**

Closed Size : 3.75" x 5" x 1.5" (LxWxH)  
Paper : Art laminated paper for outer pasting and cuppa board for inner  
Printing : 4 Color printing on Front & back.  
Finishing : Gloss lamination on front with Die Cutting and pasting, flap should have 2 magnates be pasted to inner side of pouch. Inner tray should be of hard foam material of 5 mm and ribbon affixed to it.

Note: Any change in size, content, dimensions of packaging box or collaterals will be approved by Bank.

**SIGNATURE**

(Name & Designation, seal of the firm)



## SECTION IX: COMMERCIAL BID

(To be submitted as per the format after the completion of online reverse auction only)

### Commercial Bid for Request for Proposal for Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob

Date:

The Assistant General Manager (DBD)  
CO: Digital Banking Division  
Indian Bank  
Head Office Building (IIInd Floor)  
#66, Rajaji Salai, Chennai-600 001  
India

Dear Sir,

**Sub: Request for Proposal for Supplying, Personalization and Fulfilment of RuPay On-the-Go Smart Payment Key fob**

**Ref:** Bid document No.CO/DBD/KEYFOB/138/R1/2022-23 dated 18.04.2022.

Referring to your above letter calling for quotations, we submit hereunder the price bid for supplying, personalization and fulfilment of RuPay On-the-Go Smart Payment Key fob for the specifications given in Section VIII.

Sr. No.	Bill of Materials (Cost of one unit)	Amount (INR)
1.	RuPay On-the-Go Smart Payment Key Fob Key chain: Brown / Black Leather Payment based Mini Tag embedded in the wearable form factor.	
2.	<b>Personalisation &amp; Fulfilment of courier Wearable</b> Personalisation: This includes Contactless personalisation on Key Fob in secured environment. Quality check with Contactless reader and creating infra for Scanning activity. Insertion of wearable in Box and scanning with QC.	
3.	<b>Packaging Box for Payment Key Fob</b> Including Printing of collaterals and complete packaging in box	
4.	<b>Cost of Dispatch per packaged item</b>	
4.	<b>Sub Total (A)</b>	
	<b>Total Cost (TCO) 50,000 x Sub Total (A)</b>	



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- 1 Inclusive of all costs, duties including excise duty, levies, insurance, freight, warranty, charges for incidental services, etc.
- 2 Exclusive of applicable GST.
- 3 All prices should be quoted in (INR) only
- 4 Applicable TDS or any taxes, if any, will be deducted from the payment.
- 5 If there is a discrepancy between words and figures, the amount in words will prevail.
- 6 Bidders to submit indicative bid for all the items and the total. If bidder/s does not quote for any item/s in commercial format, then it will be considered as Zero "0".
- 7 L1 bidder will be decided on the basis of least of Total Cost (TCO) of various items of Rupay smart payment key fob as mentioned above, derived after conducting reverse auction only on single TCO value.
- 8 Bank reserves the right to increase or decrease the quantities as mentioned in RFP.
- 9 The bank at its discretion may extend the contract by one more year after reviewing the performance of the bidder.
- 10 Bidder shall decide the mode of dispatch (by India Post / Courier).
- 11 If technically qualified bidder is not participating in the reverse auction process but submit the indicative commercial bids, Bank will take indicative price for commercial evaluation.

We submit that we will abide by the details given above and the conditions given in your above Bid document.

**For**

**(Authorised Signatory)**

**(Seal)**

Place:

Date:

Contact No:

Name:

Designation:

E-mail ID:

