



HEAD OFFICE: TMD

66, RAJAJI SALAI

CHENNAI 600001.

BID DOCUMENT

REQUEST FOR PROPOSAL

**Outsourcing Of Debit Card Management Services
On Pay Per Card Basis For 3 Years**

Dated 22.10.2011

Date of Pre-Bid Meeting: 02.11.2011 (11.30 AM)

Last Date for Submission of BID: 18.11.2011 (4.00 P.M.)

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SECTION - I
INVITATION FOR BIDS (IFB)

1. Indian Bank is a premier nationalised Bank with over 1924 Branches and 1209 ATMs. The Bank had been a forerunner in absorption of technology and has many first to its credit in implementation of IT in banking. The Bank has overseas presence through one branch each in Singapore, Jaffna and Colombo and has reciprocal arrangements with various foreign banks across the globe. Core Banking Solution has been implemented in all the Branches. Bank has introduced Debit Cards, Credit Cards and Exclusive Credit Card “Bharat Card” for common man – first of its kind in the banking industry. Bank is providing access to over 81,000 ATMs across the country through consortium arrangements. Banking services are offered through Multiple Delivery Channels like ATM, Internet Banking, Telebanking, Mobile Banking etc. Bank is also partnering various e-governance initiatives of Govt of India and State Governments. The Bank has issued more than 6.8 million debit cards to its customers. Bank is issuing more than 5000 debit cards daily on an average. The projected volume of cards to be issued in the next 3 years is 18,00,000.
 2. Indian Bank invites proposals (technical and commercial) for Outsourcing the Debit Card Management Services on pay per card basis for 3 years with the following functionalities. Detailed scope of work is given in Section 5.
 3. Functionalities required under the Debit Card Management Services are:
 1. Migration of data and records from the existing Debit Card management System (DCMS) supplied by M/s financial software and Systems Pvt Ltd. to the new Debit Card management System.
 2. Setting up the required infrastructure including intranet web portal and human resources to run the Debit Card management services at Bank’s premises.
 3. Procurement of Blank plastic cards, blank chip based smart cards, blank pin mailers, envelopes, card pouches and related stationeries to dispatch the same.
 4. Issuing Personalized and Non-Personalized debit cards (Master/Maestro/VISA/ Rupay/ Proprietary/ RRB/ Smart Cards / Any Co-branded Cards)
 5. Generation of PIN from HSM (Host Security Module), Printing the same in PIN mailers and dispatching the PIN mailers to the authorized officials in bank branches.
 6. Carrying out various support function activities such as modification of card data, MIS report generation, providing support to branches and customers etc.
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4. The Bidder's proposal is subject to an evaluation process. Therefore, it is important that the Bidder carefully prepares the proposal. The quality of the Bidder's proposal will be viewed as an indicator of the Bidder's capability to provide the solution and Bidder's interest in the project.
5. The Bidder is required to respond to the RFP only in the prescribed format. Under no circumstances, the format can be changed, altered and modified. All pages in the bid should be authenticated by a duly authorized signatory of the bidder under seal.
6. If the proposal includes equipment or software marketed and/or supported by other companies/firms, the bidder, as the prime contractor for the delivery, installation and maintenance of the entire system, must declare that they possess the requisite permission/license for the equipment/software. Also, the bidder must commit to support/repair/replace/maintain all parts of the Hardware, irrespective of whether the parts are manufactured by the Bidder or outsourced by them.
7. The total price offer shall be inclusive of all costs to be charged, such as cost of issuing / Re-issuing cards, Printing PIN mailers and dispatching cards and PIN mailers to Branches, cost of software licenses, hardware, HSM etc.
8. Compliance with labour and tax laws, etc will be the responsibility of the vendor at his cost.
9. Interested eligible bidders may obtain further information from Indian Bank and inspect the bidding documents at the address given below from 10.00 to 17.00 hours on all days from Monday to Friday and from 10.00 to 14.00 hours on Saturdays till the bid submission date excluding Bank holidays.
10. A complete set of Bidding Documents in English may be purchased by interested Bidders on the submission of a written application to the address given below and upon payment of a non-refundable fee of Rs.10, 000/- in the form of a Demand Draft or Banker's Cheque in favour of Indian Bank payable at Chennai. Courier charges Rs.200/- for delivery within India, to be sent along with the application. The documents can be collected in person or will be sent by courier.

Assistant General Manager (ATM Section)
Indian Bank,
Head Office,
Technology Management Department
66, Rajaji Salai,
Chennai, PIN 600 001, India.
Phone: 91 044 25223230 25210327, 25250155;
Fax 91 044 25215554.
E-Mail- asif.sa@indianbank.co.in

11. The Bidding documents in English may also be downloaded from our Web Site www.indianbank.in from **22.10.2011 to 18.11.2011**. In such cases, the bidder shall submit the bid along with a Demand Draft or Banker's Cheque in favour of Indian Bank payable at Chennai for Rs.10,000/- (non-refundable). Bids submitted without the above DD or Banker's Cheque will not be considered. 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 ie.Rs. 10,000/- (non-refundable) by way of Demand Draft or Banker's Cheque in favour of Indian Bank payable at Chennai. 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.
12. Bids must be delivered to the address given in Section II clause 8.2, on or before **16.00** hours IST on **18.11.2011** and must be accompanied by a bid security of **Rs.20,00,000/- (INR Twenty lakh only)** in the form of Bank Guarantee. Late Bids will summarily be rejected. Part I of the Bid (consisting of documents as per Annexure I to 13) will be opened by the Bank at **16.30** hours IST on **18.11.2011** in the presence of Bidders' Representatives. Interested Bidders may send their representative to participate in the Bid Opening Process. Then the technical bid will be evaluated. After technical evaluation, only the eligible bidders will be communicated of the date and time of Opening of part 2 for participating in the commercial bid.
13. Please note that
 - (i) The cost of preparing the proposal including visit / visits to the Bank is not reimbursable.
 - (ii) Indian Bank reserves the right to reject any or all bids without assigning any reason. The Bank is under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Indian Bank and the Bidder.
 - (iii) If any information / data / particulars are found to be incorrect, Bank will have the right to disqualify /blacklist the company and invoke the bank guarantees.
 - (iv) All communications, correspondence will be only to the prime bidder. Any partner/sub contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the Bank.

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14. The time schedule for various activities is listed below:

Registration for Pre-bid meeting	02.11.2011 11.00 AM
Pre-bid meeting with Bidders	02.11.2011 11.30 AM
Last date and time for receipt of response to this RFP together with a Draft/ Banker's cheque for Rs.10,000/- (NOT REFUNDABLE) drawn in favour of Indian Bank and payable in Chennai	18.11.2011 04.00 PM
Date and time of opening technical bid (Part I)	18.11.2011 04.30 PM

SECTION – II INSTRUCTIONS TO BIDDERS**1. Introduction:**

1.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk.

1.2 Pre-bid Meeting:

a. A pre-bid meeting is scheduled to be held at the following address at 11.30 AM hours IST on **02.11.2011**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Indian Bank,
Head Office
66, Rajaji Salai
Chennai PIN 600 001.**

b. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Registration with the bank for participating in the Pre-Bid meeting is compulsory.

c. The bidder is requested to submit any queries/clarifications to the Bank at least two days before the date of meeting through email to asif.sa@indianbank.co.in.

d. The text of the questions raised (without identifying the source of enquiry) and Bank's responses given, together with amendment to the bid document, if any, will be ported in our web site and informed to all purchasers of the bidding documents.

2. Amendment of bidding documents

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 requested by a prospective Bidder, may modify the Bidding Documents by amendment.

2.2 All prospective Bidders may check Bank's web site for amendments and it will be binding on them.

3. Documents constituting the bid

3.1 Bidders should provide all the information requested.

3.2 Bidders may provide additional information but these must be presented separately as "Additional Information" (Annexure 12).

3.3 Bidders must provide background information about their own company's organization and financial data for last 3 financial years as per Annexure 6. This information is to be submitted for every sub-contractor and agency

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proposed to be engaged by them in the same format. The Audited Balance Sheet of the prime bidder may be submitted.

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

1. Part I – Technical Proposal must be submitted in a separate sealed envelope, superscribed as “**Technical bid: Outsourcing of Debit Card Management Services on pay per card basis for 3 years**”. The Technical Bid must give responses to all Sections and give all information sought in Annexure 1 to 13.
2. Bid security (Earnest Money Deposit)
3. Part II – Commercial Proposal must be submitted in a separate sealed envelope, superscribed as “**Commercial bid: Outsourcing of Debit Card Management Services on pay per card basis for 3 years**”. The detailed item-wise prices as per Annexure 14 must be submitted by the bidder.

3.5 Bidders are requested to structure their technical proposals only as per format given in Annexure 8. The offer may not be evaluated by the Bank in case of partial submission of technical details as per the format. The Bank shall not allow/permit changes in the technical specifications once it is submitted.

3.6 The Bank may, at its discretion, reject any bid document not accompanied by the above.

3.7 The Bank reserves the right to customize the contract to meet its requirements.

4. Documents establishing goods’ conformity to Bidding Documents

4.1 The Bidder shall furnish, as part I of its bid, documents establishing conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

4.2 The documentary evidence of conformity of the goods and services to the Bidding 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 goods and services;
- b. An item-by-item commentary of the Bank’s Technical Specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

5. Bid Security (Earnest Money Deposit)

- 5.1 The Bidder shall furnish, as part of its bid, a bid security in the form of a Bank Guarantee issued by a Scheduled Indian Bank or Foreign Bank located in India, in the form provided in the Bidding Documents for a sum of **Rs.20,00,000/- (INR Twenty lakhs only)** and valid for forty five days (45) days after the validity of the bid (Minimum of **225** days from the last date of submission of bid);
- 5.2 Unsuccessful Bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the Bank.
- 5.3 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract and furnishing the performance security.
- 5.4 The bidder shall liable for forfeiture of Bid Security,
- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bank

Or

- b. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish performance security within the stipulated date.

6. Period of validity of bids

- 6.1 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.

7. Format and signing of Bid

- 7.1 The person or persons signing the bid shall sign all pages of the bid, except for unamended printed literature.
- 7.2 Any interlineations, erasure or overwriting shall be valid only if they are duly authenticated by the person or persons signing the Bid.

8. Sealing and marking of Bids

- 8.1 The Bidder shall seal the Part I, Part II and Bid Security of the bid in separate envelopes, duly marking the envelopes as

(1) **TECHNICAL BID – Outsourcing of Debit Card Management Services on pay per card basis for 3 years**

(2) **BID SECURITY – Outsourcing of Debit Card Management Services on pay per card basis for 3 years.**

(3) **COMMERCIAL BID- Outsourcing of Debit Card Management Services on pay per card basis for 3 years**

And all the Envelopes should be put in a single envelope before submitting.

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8.2 The envelopes shall be addressed to the Bank at the address given below;

**Assistant General Manager,
Premises and Expenditure Department,
Indian Bank Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai, PIN 600 014, India.**

And shall bear the Project name “**Outsourcing of Debit Card Management Services on pay per card basis for 3 years.**” and a statement: “**DO NOT OPEN BEFORE**”, to be completed with the time and the date specified below.

9. Deadline for submission of Bids

Deadline for bid submission is **18.11.2011 16.00 hours IST**

In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

- 9.1 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.
- 9.2 Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will summarily be rejected and returned unopened to the Bidder.
- 9.3 Bidders who wish to submit the bids in person are advised to contact the official concerned at HO: Expenditure Department for registering the details of submission before the bid is deposited in the box allotted for the submission.

10. Opening of bids by Bank

- 10.1 The bids (PART-I) will be opened in the presence of bidders' representatives.
- 10.2 The technically qualified Bidders only will be intimated the date and time of opening of the Commercial bids for identification of L1 Bidder.
- 10.3 The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, **except for late bids, which shall be returned unopened to the Bidder.**

11. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, ask the Bidder for clarification of its bid. 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.

12. Evaluation Criteria

12.1 General evaluation

- 12.1.1** The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 12.1.2** 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 not prejudice or affect the eligibility of any Bidder. The Bidder should satisfy all the qualification criteria mentioned in “**ELIGIBILITY CRITERIA**” section of this bid.
- 12.1.3** Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations.
- 12.1.4** The RFP responses will be subject to separate technical and commercial evaluations. After the technical evaluation, the commercial bids will be opened in the presence of the technically qualified bidders.

12.2 Technical evaluation

- 12.2.1** The technical evaluation will take into account whether the solution offered is complying with all the specifications and scope of work as stipulated in the bid. The evaluation will consider whether the bidder has offered a complete system as a project.
- 12.2.2** Bank reserves the right to demand the Bidder to arrange reference demonstrations, reference calls, site visits to selected customers, visits to development /support centre, visits for benchmark tests for performance and scalability in vendor’s labs, etc. The Bank will bear the cost of such visits.
- 12.2.3** Bidders will be asked to make presentations, if deemed necessary, at Indian Bank, Chennai. The presentations will be used by the Bank to clarify issues arising out of the Bidder’s response to this RFP.

12.3 Commercial evaluation

- 12.3.1** Technically qualified Bidders alone will be intimated to participate for the opening of Commercial Bids to identify L1 vendor for awarding contract.
- 12.3.2** The bidder has to offer the “per card” price for issuing debit cards of different types in the proforma given as Annexure 14. Price A has got a weightage of 65%, price B has got a weightage of 30% and

price C has got a weightage of 5%. The total price will be calculated using the following formula:

$$\text{Total Price} = (0.65 \times A) + (0.30 \times B) + (0.05 \times C)$$

The bidder with the lowest total price will be declared as the winner.

12.3.3 The prices A, B and C are inclusive of the costs towards various line items involved in the card personalisation and dispatch process. (Please refer Annexure 14). Wherever the Bank is requiring only selected line items to be carried out; the payment will be made only for those line items. (Example: Printing and dispatch of duplicate PIN mailer and Net Banking PIN mailers, Embossment of cards without photo etc.)

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

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

14. Signing of Contract

14.1 At the same time as the Bank notifies the successful Bidder that its bid has been accepted, the Bank will send the Bidder the Contract Form provided in the Bidding Documents and required SLAs, incorporating all agreements between the parties. The agreements will be based on the bidder's offer document with all its enclosures, and will include the following documents:

- SLAs.
- Installation and implementation plan identifying the tasks to be completed, the assigned responsibilities, and the scheduled completion dates.
- Copies of all necessary licenses, certifications, documents, etc.
- Service Provider Agreement including Non Disclosure Agreement with Bank as per the format given in Annexure 15

The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as part of the final contract.

14.2 Within 10 (ten) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Bank.

15. Performance Security

On receipt of notification of award from the Bank, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form (Annexure 5) provided in the Bidding Documents. The Value of the Performance Security will be 10% of the estimated Project cost i.e, L1 Price x 18, 00,000 x 0.1

15.1 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 forfeiture of the bid security, in which event the Bank may call for new bids without assigning any reason.

16. Other terms and conditions

- 16.1 Indian Bank reserves the right to amend, modify, add, delete, or cancel in part or full any conditions or specifications of the proposal/ bid, without assigning any reason thereof at any time during the tender process. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP.
- 16.2 Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms and conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the Bidder to the terms and conditions of the proposal. The signatory should have the authority to sign the bid documents on behalf of the bidder.
- 16.3 The RFP and all supporting documentation / templates are the sole property of Indian Bank and violation of this will be a breach of trust and the Bank would be free to initiate any action deemed appropriate.
- 16.4 The proposal and all supporting documentation submitted by the Bidders shall become the property of Indian Bank. The bids submitted will be utilized by the Bank only for evaluation and the information contained therein will not be disclosed to any third party without the consent of the bidder.
- 16.5 The Bidder must disclose any actual or potential conflict of interest with the Bank.
- 16.6 This document contains information confidential and proprietary to Indian Bank. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of Indian Bank, Associates, Subsidiaries and/or business partners. Disclosure of information could be treated as breach of trust and the Bank would be free to initiate any action deemed appropriate.
- 16.7 No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from the Bank. Reproduction of this RFP, without prior written consent, by photographic, electronic, or other means is strictly prohibited.
- 16.8 The Bidder cannot use any information gathered in this contract for another organization without prior written consent.
- 16.9 The bidder will not subcontract any job without the prior approval of Indian bank. Indian Bank reserves the right to call regular meetings of the bidder /sub-contractor(s) during the tenure of the contract.
- 16.10 Letter of Intent (LOI) will be issued soon after the selection of the bidder. The purchase order will be issued and the service provider has to sign the contract and submit the performance bank guarantee for 10% of the approximate total value of the order.

SECTION – III –CONDITIONS OF CONTRACT

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 Service provider, 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 Service provider 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 Service Provider is required to supply to the Bank under the Contract;
 - d. **“The Services”** means those services ancillary to the supply of the Goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Service Provider covered under the Contract;
 - e. **“The Bank”** means Indian Bank.
 - f. **“The Service Provider”** means the successful L1 bidder supplying the Goods and Services under this Contract.
 - g. **“The Project Site”**, where applicable, means the place or places named in Schedule of requirements.

2. USE OF CONTRACT DOCUMENTS AND INFORMATION;

- 2.1 The Service Provider 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 Bank in connection therewith, to any person other than a person employed by the Service Provider 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.
- 2.2 The Service Provider 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.

3. INDEMNITY CLAUSE AND PATENT RIGHTS

- 3.1 The Service Provider shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, services or any part thereof.
- 3.2 Wherever the Bank is required to indemnify MasterCard/VISA for any action/omission/commission on the part of the Service Provider and/or his

agent and the Bank is required to indemnify the loss to MC/VISA, the Service Provider, in turn, indemnifies the Bank against such eventualities and makes good the loss to the Bank. The Service Provider will also be liable for any Civil or Criminal proceedings against the Bank by any third party aggrieved for deficiencies in service that are attributable to the Service Provider.

- 3.3 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the hardware / software in India by the Service Provider in fulfillment of its obligations under the contract, the Service Provider shall act expeditiously to extinguish such claim. If the Service Provider fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Service Provider shall be liable to compensate the Bank for all such payments made including all expenses, court costs and lawyer fees etc. The Service Provider shall indemnify and keep the Bank indemnified in this connection. The Bank will give notice of any such claim to the Service Provider without delay and Service Provider shall reimburse such monies expeditiously.

4. PERFORMANCE SECURITY

- 4.1 On signing the contract, the L1 bidder shall furnish to the Bank the performance security equivalent to 10% of the contract amount in the form of a Bank Guarantee, valid for 40 months, in the format enclosed.
- 4.2 The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 4.3 The performance security will be discharged by the Bank and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract.

5. INSPECTIONS AND TESTS

- 5.1 The Bank or its representative shall have the right to inspect and / or test the Goods and services to confirm their conformity to the Contract specifications. The Bank shall notify the Service provider in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 5.2 Any charges payable to the Bank's representative designated for inspection shall be borne by the Bank.
- 5.3 The inspections and tests may be conducted on the premises of the Service provider or its subcontractor(s), or at Bank's premises. If conducted on the premises of the Service provider 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.
- 5.4 Should any inspected or tested Goods or services fail to conform to the Specifications, the Bank may reject the Goods or services and the Service Provider shall either replace the rejected Goods or services or make

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alterations necessary to meet specification requirements at no additional cost to the Bank.

- 5.5 The Bank's right to inspect test and where necessary, reject the Goods and services after the delivery of Goods and services at the destination shall in no way be limited or waived by reason of the Goods and services having previously been inspected, tested and passed by the Bank or its representative.

6. PACKING

- 6.1 The Service Provider shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

7. DELIVERY AND DOCUMENTS

Delivery of the goods and services shall be made by the Service Provider in accordance with the terms specified in the scope of work.

8. PAYMENT

- i. Card management service charges will be paid monthly on submission of the monthly invoices after deduction of penalties if any. TDS will be deducted from the above payment, wherever applicable.
- ii. The Service Provider's request(s) for payment shall be made to the Bank (HO Technology Management Department, Chennai) in writing, accompanied by the original documents.

9. DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE

- 9.1 Delivery of the Goods and performance of Services shall be made by the Service Provider in accordance with the time schedule prescribed by the Bank in the Schedule of Requirements.
- 9.2 If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider 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 Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider'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.

10. LIQUIDATED DAMAGES

The bidder has to necessarily comply with time schedule as provided in **Annexure 9** for the following:

- A. Setting up the entire infrastructure and human resources at Bank's Premises at Chennai and starting operations with the new debit card management system.
- B. Migration of the existing card data base to new Debit card management software.
- C. Dispatch and Delivery of Cards and PIN mailers on regular basis.

The total time to complete A and B is 60 days. Any delay in completion of A or B or both will entail penalty at the rate of Rs.5000/- per day. No penalty will be levied for delays not attributable to the bidder or for delays on account of circumstances beyond the control of the bidder. The decision of the bank will be final and binding.

The dispatch and delivery time for cards and PIN mailers is as given below:

- In case the branch is within the state limits, the cards and PIN mailers should be delivered in the branches within 5 bank working days after receiving the card request, including the date of request if the request is received before 6 p.m and excluding the date of request if the request is received at or after 6 p.m.
- In case the branch is not within the state limits, the cards and PIN mailers should be delivered in the branches within 8 bank working days after receiving the card request, including the date of request if the request is received before 6 p.m and excluding the date of request if the request is received at or after 6 p.m.
- The Bank will levy the service provider at Rs. 10 per day for each card delivery delayed and at Rs.5 per day for each PIN delivery delayed by the Service provider.
- Bank Working days are the days on which Bank's Head office is functioning.

11. TERMINATION FOR DEFAULT

- 11.1 The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part :
 - a. If the Service Provider fails to deliver any or all of the Goods and services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or

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- b. If the Service Provider fails to perform any other obligation(s) under the Contract.
- c. If the Service Provider, 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 any thing of value to influence the action of a public official in the procurement process or in contract execution; and

“**fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to 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.

- 11.2 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 Service Provider shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

12. **FORCE MAJEURE**

- 12.1 The Service Provider 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.
- 12.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the Service Provider’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.
- 12.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Service Provider 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.

13. **TERMINATION FOR CONVENIENCE**

- 13.1 The Bank, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank’s convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 13.2 The Goods and services that are complete and ready for shipment within thirty (30) days after the Service Provider’s receipt of notice of termination

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shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods and services, the Bank may elect :

- a. to have any portion completed and delivered at the Contract terms and prices; and / or
- b. To cancel the remainder and pay to the Service Provider an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Service Provider.

14. SETTLEMENT OF DISPUTES

- 14.1 If any dispute or difference of any kind whatsoever shall arise between the Bank and the Service Provider 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.
- 14.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the Service Provider 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.
- 14.3 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:

- (a) In case of dispute or difference arising between the Bank and a domestic Service Provider 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 Bank and the Service Provider; 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.
- (b) 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 Banks' Association, both in cases of the Foreign Service Provider as well as Indian Service Provider, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

- (c) 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.
- (d) 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.
- (e) Where the value of the contract is ₹ 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 Banks' Association.

14.4 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 Service Provider any monies due to the Service Provider.

15. APPLICABLE LAW

15.1 The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

16. INSTALLATION

The Service Provider is responsible for all unpacking, assembling, wiring, installations, cabling between hardware units, connecting to power supplies and installation of software. The Service Provider has to test all hardware and software operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at the installation sites. Data / electrical cabling will be done by the Bank. Service Provider has to provide the power cables required to install the systems being supplied.

17. MAINTENANCE

The Service Provider should ensure that uninterrupted services are provided to the bank during the contract period.

18. TECHNICAL DOCUMENTATION

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

23. NEGOTIATION

The Bank reserves the right to further negotiate on the price offered, with the L1 Vendor under exceptional conditions.

Section IV**Eligibility Criteria**

1. The eligibility criteria for the bidders are as under:
 - i. The organization should have minimum 2 years of experience in the area of debit card management.
 - ii. Either the bidder or the partner should have valid licenses issued by Master Card International and VISA for card personalization, card embossing, card mailing, chip embedding etc. Copy of valid certificates should be attached with bid.
 - iii. The turnover of the bidder should be at least Rs.4 Crores per year from business in India for the last 2 financial years.
 - iv. The bidder should have made profit during any two financial years among the last three financial years. Audited balance sheets should be submitted as proof.
 - v. The organization should be currently providing debit card management services to at least 2 banks in India.
 - vi. The bidder should have the capability to personalize, print and dispatch at least 30000 cards per day and should have supplied minimum 5 lakhs cards to its clients. Documentary proofs should be submitted.
2. Bidders meeting the above criteria and interested in providing the services detailed above may submit their response as per formats given in Annexure (1 to 14).
3. The Bank reserves the right to examine/verify the supportive documents/certificates/opinion reports furnished by the bidders by inspection/site visits by its officials and/or any Technical Consultant appointed by the Bank for the purpose and seek information from the reference customers.
4. If any statement, certificate, or document submitted in response to this RFP is found to be wrong subsequently, the Bidder will be disqualified.
5. The Bank may reject any or all the responses received without assigning any reason whatsoever. The Bank reserves the right to cancel the RFP without assigning any reason whatsoever.

Section V

SCOPE OF WORK

Under the new Debit Card Management Solution, the service provider has to carry out the following activities:

- 1. Migration of data and records from the existing Debit Card management System (DCMS) supplied by M/s financial software and Systems Pvt Ltd. to the new Debit Card management System.**

Indian Bank will hand over the existing Card Data to the Service Provider. The present data contains details of around 68 lakhs cards. Service Provider will be responsible for taking over the entire data and converting the data to the format suitable for their debit card management software. The old data records should not be deleted by the service provider and should be retained in the new system along with the new records without any alteration in the data.

The migration activity should be completed within 1 month from issuing the purchase order. This should be done in parallel with setting up the new debit card management solution. Within 60 days after issuing the purchase order, the new debit card management solution should be ready in all aspects and the service provider should complete the Initial Acceptance Test.

The Bidder should share the migration plan along with the bid and the migration process shall be finalized in consultation with the Bank.

- 2. Setting up the required infrastructure including intranet web portal and human resources to run the Debit Card management System at Bank's premises.**

- The bank will provide office space and the network infrastructure to connect various systems within the bank network. The service provider has to arrange the application software, Web portal, database, related hardware including servers and PCs, security modules like HSM and any other equipment required for encryption and decryption of data, printers, printer cartridges, ribbons, scanners and any other peripherals. The server used should be with RAID5 configuration to ensure data redundancy.
- Service provider has to arrange sufficient infrastructure and human resources to process 7500 card requests, to emboss and dispatch 7500 cards and to print 20000 PIN mailers daily on an average and also to answer the e-mails and calls (related to ATM card and PIN mailer) received from branches or

customers in the telephone systems provided by the Bank. The infrastructure including the system and Human resources should be scalable to cater to the increase in the number of card and PIN requests to be processed daily.

- The vendor should provide adequate human resources at bank's premises from 10 A.M to 6 P.M on all bank working days.
- The service provider should host the debit card management software and Intranet Web portal in the bank network.
- The facilities for card embossing, card encoding, Chip embedding and card dispatching should be set up either at service provider's premises or at the card embossing vendor's premises.
- The entire facility to store, print and dispatch PIN mailers including HSM should be set up in the bank's premises.

2.1 Intranet Web Portal to be set up by service provider in Bank's network

The service provider should set up a high-end, fast intranet web portal in bank's network with following minimum features:

- 2.1.1 Provision of various levels of user logins such as branch user, Zonal office user, Head Office user, Card Personalization user at H: O, Card hotlist user at H: O, Administrator at H: O and any other user level or user profile required by the bank from time to time.
At present, we have around 1920 branches and 30 zonal offices situated across India. There will be a minimum of 800 concurrent sessions during the bank working hours.
Bank is having its own system for user name and password validation for its employees. The service provider will be required to use the same system to validate user login of bank employees for debit card management software also.
- 2.1.2 Provision for configuring the roles and permissions for each user levels and profiles.
- 2.1.3. Provision for branches to submit the requests for Biometric cards, photo cards (including photo and signature uploading facility), Hotlisting of cards, re-issue of cards, re-issue of PIN and any other requests for modification, such as home branch change, Name correction, Account type change and modification of any filed other than daily limit.
- 2.1.4 Maker - Checker feature should be available for the branches for submitting the requests.
- 2.1.5 Provision for branches to cancel the requests which are not authorized by the checker.
- 2.1.6 Provision for branches to track and view the status of fresh card request submitted through CBS and status of any request submitted through the intranet web portal, along with the courier/postal dispatch details.

Branches should be able to update the date of delivery of the consignments in the branches and based on the date of dispatch and date of delivery, report has to be generated to calculate the delay.

- 2.1.7 Provision for branches to update the status of cards and PINs issued to the customers.
- 2.1.8 Provision for branches to update the status of cards and PINs destroyed by them.
- 2.1.9 Provision for branches to upload the file containing the destroyed card numbers for the purpose of Hotlisting the same by the service provider automatically. File format given by the bank should be accepted by the service provider.
- 2.1.10 Provision for branches to generate and download Branch-wise reports based on various card products, card status, card prefixes etc. in the form of excel, text and PDF.
- 2.1.11 Provision for zonal Offices to generate and download Zone- wise and Branch-wise reports based on various card products, card issue date, card status, card prefixes etc. in the form of excel, text and PDF.
- 2.1.12 Provision for Head Office to set monthly/quarterly/annual card issuance target for each zone and to view and track zone wise number of cards issued against the target.
- 2.1.13 Provision for zonal offices to set monthly/quarterly/annual card issuance target for each branch in their zone and to view and track the branch wise number of cards issued against the target.
- 2.1.14 Provision for branches to view the number of cards issued by them against the target.
- 2.1.15 Provision for Head Office Card department to generate and download Bank-wise, Zone- wise and Branch-wise reports based on various card products, card issue date, and card status, card prefixes etc. in the form of excel, text and PDF.
- 2.1.16 Provision for Card Hotlisting team to view the card details and to update the card status as “Hotlisted” with the details of hotlist request. The updated status should be available for branches in real time.
- 2.1.17 Provision for generation and downloading of Fees file for charging fees from customers for issue of duplicate card, duplicate PIN, card de-Hotlisting, card usage charges etc. the file format will be decided by the bank and should be accepted by the service provider. Fees amount should be configurable for both duplicate cards and duplicate PIN separately.

3. Procurement of Blank plastic cards, blank chip based smart cards, blank pin mailers, envelopes, card pouches and related stationeries to dispatch the same.

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The Service Provider shall be responsible to procure and store blank plastic cards, blank chip based smart cards, card pouches, blank PIN mailers, envelopes, cloth covers, Address labels and related stationary to dispatch the cards and PIN mailers. Blank PIN mailers should be procured only from the vendors approved / empanelled by IBA (Indian Banks Association). Blank plastic cards should be procured only from manufacturers approved by Master Card and VISA.

The service provider should maintain sufficient stock of all the above items. The minimum stock required at any time is as given below:

No. of blank plastic cards: 50,000.
No. of blank chip based smart cards: 1,000
No. of blank PIN mailers: 1,00,000
No. of card pouches: 50,000
No. of paper envelopes: 50,000
No. of cloth covers: 50,000
No. of Address label: 50,000

Weekly status of the available stock should be reported to the Bank. The bank will also inspect the stock and quality of the materials whenever required.

3.1 Specifications for Blank Debit Cards as per ISO / IEC 7810 standards.

a) Maestro Cards:

Card Size: 86 X 54.5 mm (2.125 X 3.375), Thickness: 30 mil (0.03)
Material: PVC
Finish: Laminated Polish / Polish
Front Colors - 8
Back Colors - 5
Magnetic Stripe: Laminated HiCo, Size 0.5 inches
Magnetic Stripe Specs: Regular 3 track HiCo 2750 OE
Magnetic Stripe Position: 4.5 mm from top
Signature Panel: Silk Screen White Panel
Signature Panel Position: 20.6 mm from top
Hologram: None
Hot Stamp Specification.
Colour Arrow sign on the front side of card with Phosphorescent ink to indicate correct way of inserting the card.

b) Master Card

Card Size: 86 X 54.5 mm (2.125 X 3.375), Thickness: 760 micron
Material: PVC

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Finish: Gloss
Front Colors – 6
Back Colors - 4
Magnetic Stripe: Laminated HiCo, Size 0.5 inches
Magnetic Stripe Specs: Regular 3 track HiCo 2750 OE
Magnetic Stripe Position: 4.5 mm from top
Signature Panel: MasterCard Standard – 57 x 8 mm
Signature Panel Position: Card rear below Magnetic Stripe
Hologram MasterCard Silver
Hot Stamp Spec. MasterCard Standard

Bank reserves the right to change the colour and design of the cards at any time with approval from Master Card and VISA. For the new card designs, the Art work should be prepared by the service provider as per the bank requirements, and should be submitted in time for approval from Bank.

Specifications for Rupay cards will be as per NPCI standards.

Specifications for VISA cards will be as per the VISA standards.

Specifications for chip based smart cards will be as per the EMV standards accepted by MasterCard and VISA.

Apart from branded cards, Bank will issue proprietary cards, co-branded cards such as students' debit cards co branded with Educational institutions and RRB (Regional Rural Banks) Cards with different product names and card prefixes for various purposes. The service provider should be ready to personalize and issue such types of cards also for the bank.

Indian Bank Logo should be printed on all types of cards as per the bank's requirement.

Size and Position of photo / Signature to be printed on the cards should be per MasterCard / VISA / NPCI specifications.

All cards issued by the service provider should comply with the following quality specifications:

De-Lamination Test: (1-2 cards) As per ISO 7810:2003 (E) De-lamination strength (0.35 N/mm)

Box packing style: 250 / 500 cards per box

Card Flatness: Maximum distance from a flat rigid plate +/-0.7mm

3.2 Specifications for Debit Card Pin Mailer stationery (Specimens shall be provided by the Bank)

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- Paper quality: 3 ply on carbonless papers.(with carbon coated on the back side of first sheet and second sheets)
- Bank emblem in two colours
- Size = 9" x 3.67 " x 3 "
- Paper colour: white
- Thickness: 60 GSM

3.3 Specifications for Debit Card Pin Mailer stationery (Specimens shall be provided by the Bank)

- Paper quality: 3 ply on carbonless papers.
- Bank emblem in two colours
- Size = 9" x 4 " x 3 "
- Paper colour: white
- Thickness: 60 GSM

3.4 Specifications for Card Pouches

- Materials: POLIYURIN Unsupported leather imported material (Navy Blue Colour) in the middle. 0.20 mm clear plastic on one side and unsupported Leather material half cut on the other side.
- Size: 10cm x 6.75 cm
- PRINTING: Five Colours one side printing with bank logo, only on the half cut material.

3.5 Specifications for envelopes and Cloth covers (Specimens shall be supplied by the Bank)

- Envelope for dispatching PIN mailers: 12 X 6 Kraft Plain Envelopes (Brown Color)
- Cover for dispatching ATM Cards: 13 X 6 1/2 Cloth Lined Covers
- Cover for dispatching Bulk Pin mailers: 15 X 11 Cloth lined covers
- Envelope for handing over the card and PIN mailer to Customers: Medium Sized window envelope.

Bank address should be printed on all the above mentioned envelopes,

4. Issuing Personalized and Non-Personalized debit cards (Master/Maestro/VISA/ Rupay/ Proprietary/ RRB/ Smart Cards / Any Co-branded Cards)

The service provider should comply with all the specifications and conditions set by VISA and Master Card International while issuing debit cards. The Service

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Provider should not restrict or limit the number of cards or number of card types (BINs or card prefixes) that can be issued under their debit card management solution.

The service provider has to issue debit cards by processing the card requests received from branches through various channels like:

- i) Data file received from Core Banking Software (application upload file). Our CBS team will provide the service provider with data files containing all the fresh card requests submitted by various branches. Separate data files will be given for card requests received from the branches of RRBs. Service provider has to process all the requests in the file for personalizing and issuing cards. If the service provider is not able to process any request, a failure report is to be generated and provided to the bank.
- ii) The service provider should have a system of data entry screen to process individual card requests (fresh card/ duplicate card) coming in the form of letters or e-mails.
- iii) The request for photo cards, biometric cards and duplicate cards will be sent by the branches through the intranet web portal set up by the service provider in the bank network. The service provider should process such requests and should update the status of the request in the intranet portal for the information of branches.

All jobs related to card embossing, printing and dispatching should be done at the premises of the service provider or his card embossing vendor's premises.

4.1 Issuing Personalized cards (Master/Maestro/VISA/ Rupay /Proprietary/ RRB/ Smart Cards/ Any other Co-branded cards)

- 4.1.1 The service provider will receive the card request details (Data Files) from our Core Banking Team in prescribed format.
- 4.1.2 The service provider will receive the card request details (Data Files) for photo cards and biometric cards through the intranet web portal set up by the service provider in the bank network.
- 4.1.3 The service provider should send Acknowledgement for the data file.
- 4.1.4 In exceptional cases, Branches or Zonal Offices will send the card requests in the form of application forms (hard copies or E-mails). Such requests should be processed individually through the data entry screen and reply should be sent to our branches / Zonal offices via E-mail.
- 4.1.5 The service provider should process the data file for generating the following output files:

- ❖ Card Embossment file which contains the details like card number, Display name, CVV1/CVC1, CVV2/CVC2, Service Code, and any other information the bank likes to encode / emboss on the card such as photo, signature etc.. (Example: For photo cards, the service provider should emboss the photograph, Year of birth and Blood group of the card holder.) The card number should be in compliance with the mod 10 check digit validation. Card number logic will be decided by the bank for all types of cards. The debit card management system should be capable of embossing the cardholder name in English, Hindi and regional languages, if required by the bank.
 - ❖ Error report in the format required by Bank for those card requests which the service provider could not process or rejected for any reason such as duplicate request etc.
 - ❖ File for printing the PIN mailers in the format required by Bank.
 - ❖ CAF (Cardholder Authorization File) files in the format required by the Bank for uploading the card data in Base24 Switch. In case the Bank changes the EFT Switch, the service provider will have to provide the CAF in the format supported by the new EFT Switch without incurring any additional cost to the Bank.
 - ❖ Any other file or reports (e.g. Branch-wise PAN generation report, Branch-wise PIN generation report etc) required by the bank. Also, the processed and rejected data records should be stored in the database of the debit card management solution for future reference.
- 4.1.6 The service provider should perform check for duplicate entries and data type errors in the data file. However, the processing of a card request file should not be stopped on account of a rejected or un-processed card request entry in that file.
- 4.1.7 All the details received in the data file from Core banking team should be updated correctly in the debit card management software against each card number.
- 4.1.8 While issuing photo cards, Photographs received from branches through various channels other than the web portal intranet such as letters (hard copy), E-mail should be scanned and sized by the Service provider and the photographs should be uploaded into the database of debit card management software.
- 4.1.9 The service provider should be able to emboss the signature of card holder on debit cards, when required by the bank.
- 4.1.10 While issuing Admin cards for ATMs, the CAF file should have the data field values / flags required to identify that the card is an admin card. Also, the Account number should be 16-digit running number which will increment by 1 after issuing each admin card. The service provider should follow the present sequence of admin card account number. The

Bank has the right to change this sequence at any time. The software should have the feature for extending the validity or expiry date of the admin cards and to update the same in EFT switch through CAF file.

- 4.1.11 The service provider should carry out the Printing, Embossing, encoding and Chip embedding of ATM / Debit / smart Cards. In case this job is entrusted to another agency, that agency / service provider should be a VISA/ Master card certified agency for, Card Embossing, Card Encoding, Chip Embedding and Card Mailing, and the embossment file should be transmitted to the agency in a secured / encrypted manner as per the procedures specified by VISA, Master Card and NPCI. The card designs / Art work will be provided by the Bank for existing card types.
- 4.1.12 For Chip-based smart cards, Generation, storage and distribution of cryptographic keys, data preparations, Issuer Scripting, Loading / deleting / replacing of applications etc also should be done by the service provider as per the EMV standards.
- 4.1.13 After embossment / generation of the cards, the vendor must have a mechanism in place to ensure that the emboss files are deleted. Under taking letter should be submitted by the service provider.
- 4.1.14 The service provider should insert the cards, Branch-wise PAN generation report, card pouch and any other paper item the bank requires in cloth covers and should Paste the Address label of the authorized branch official on the cloth cover.
- 4.1.15 Eventhough the Bank is not sending debit cards or PIN mailers directly to the customers, the Service provider should have a facility in their debit card management software to print welcome letter for customers.
- 4.1.16 The service provider should Dispatch the branch wise sealed cloth covers through courier / post to our branches, and should send the soft copy of the Branch wise PAN generation report and courier / postal dispatch details through e-mail to our branches.
- 4.1.17 Despatch details should be updated in the debit card management system and dispatched consignments should be tracked properly. Such information should be available for branches through the intranet web portal set up by the service provider in the bank network.
- 4.1.18 The service provider should bear the cost of dispatching the cards and PIN mailers to our branches. Service provider should ensure that all the consignments are delivered in the branches promptly in time.
- 4.1.19 The service provider should send branch wise lists of Rejected card requests to our branches through E-mail, mentioning the reason for rejection.
- 4.1.20 The service provider should transmit the CAF file of fresh issuance to the EFT switch team for uploading in EFT Switch.
- 4.1.21 The service provider should send the card dispatch intimation to the customers through SMS and E-mail Bank will provide the corporate

E-mail ID for sending E-mails and access to SMS gate way for sending SMS.

- 4.1.22 The entire process of issuing personalized cards of various types should be in compliance with the procedures set by MasterCard, VISA and NPCI.

4.2 Issuing Non Personalized Cards (Master/Maestro/VISA/ Rupay/Proprietary/ RRB/ Smart Cards/ Any Other Co-branded cards)

- 4.2.1 The Bank is providing Welcome Kits containing non personalized cards to the new customers in selected branches. Service Provider should personalize such cards using the data received from our Core Banking department. The present data format only to be used by the new service provider. Instead of display name, the account number of the prospective customer has to be embossed on such cards. The issued cards are to be dispatched to the concerned departments of the bank situated in various places across India by following the packing and dispatching procedures mentioned above for personalized cards (in branch wise lots).

- 4.2.2 Once the card is issued to customers through branches, the service provider should update the customer details and address received from branches in the debit card management system

- 4.2.3 The details of Non-personalized cards should be made available for branches in the intranet web portal set up by the service provider in the bank network.

- 4.2.4 The entire process of issuing Non-personalized cards of various types should be in compliance with the procedures and specifications set by MasterCard, VISA and NPCI.

4.3 Issuing Duplicate cards, Add-On Cards and Auto-Renewal of Expired Cards (Master/Maestro/VISA/ Rupay/Proprietary/ RRB / Smart Cards/ Any other Co-branded cards)

- 4.3.1 The request for duplicate cards (against Hotlisted / captured / damaged cards) will be sent by the branches through the intranet web portal set up by the service provider in the bank network. The service provider should process such requests by complying with the terms and conditions mentioned above for issuing fresh personalized cards.

- 4.3.2 The service provider should be able to issue duplicate cards of any type (Master/Maestro/VISA/ Rupay / Proprietary/ RRB / Smart Cards or any other Co-branded cards) irrespective of the type of Hotlisted / captured / damaged card against which the duplicate card is issued,

based on the Bank's requirement. Example: Issuing VISA card against a Hotlisted Master Card and vice versa.

- 4.3.3 Add-on cards are cards issued as a second card for the existing cards, with a different card number, PIN number, Card verification values, and Display name etc. The requests for Add-on cards will be sent by the branches through the intranet web portal. The service provider should process such requests and issue cards by complying with the terms and conditions mentioned above for issuing and dispatching personalized cards. The existing primary card should not be Hotlisted while issuing Add-On card.
- 4.3.4 After issuing Add-on card, Primary card should be flagged as P and Add-on card should be flagged as A in the software and the flag should be displayed in the intranet web portal site.
- 4.3.5 The aggregate daily limit of the Add-On card should be equal to that of the primary card.
- 4.3.6 The service provider should be able to issue Add-On cards of any type (Master/Maestro/VISA/ Rupay /Proprietary/ RRB / Smart Cards/ Any other Co-branded cards) irrespective of the type of Existing card based on the Bank's requirement. Example: Issuing VISA card as Add-on card for an existing Master Card and vice versa.
- 4.3.7 Separate CAF file with all the updates of re-issued cards and Add-On cards should be generated and transmitted to EFT switch team for all modifications done such as re-issue of card, re-issue of PIN, Support functions etc. This CAF file will be termed as daily CAF file for modifications hereafter in this document.
- 4.3.8 The service provider should update the status of all the branch requests in the intranet web portal set up by the service provider in the bank network for the information of branches.
- 4.3.9 The service provider should renew and re-issue the cards nearing the expiry date 1 month in advance. The service provider should send the list of all the cards getting expired in a particular month to the bank. Bank will provide the list of the cards to be renewed to the service provider. The service provider should renew only those cards which are in operational / Active status. All The existing file formats should be accepted by the service provider. The card number of the renewed card should be the same as that of the expired card if a same type / brand of card is issued. The customer should be able to operate the renewed card using the PIN number of the expired card in case both the card numbers are same. The service provider should issue renewed cards by complying with the terms and conditions mentioned above for issuing, packing and dispatching personalized cards.

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- 4.3.10 Separate CAF file with all the updates of renewed cards should be generated and transmitted to EFT switch team. This CAF file will be termed as daily CAF file for renewal hereafter in this document.
- 4.3.11 The service provider should be able to issue renewed cards of any type (Master/Maestro/VISA/Rupay /Proprietary/ RRB / Smart Cards/ Any other Co-branded cards) irrespective of the type of Expired card against which the renewed card is issued, based on the Bank's requirement. Example: Issuing VISA card as renewal for expiring Master Card and vice versa.
- 4.3.12 The entire process of issuing duplicate cards and renewed cards of various types should be in compliance with the procedures and specifications set by MasterCard, VISA and NPCI.
- 4.3.13 The service provider should send the card dispatch intimation to the customers through SMS and E-mail. Bank will provide the corporate E-mail ID for sending E-mails and access to SMS gate way for sending SMS.

5 Generation of PIN from HSM (Host Security Module), Printing the same in PIN mailers and dispatching the PIN mailers to the authorized officials in bank branches.

- 5.1 All jobs related to PIN generation, PIN mailer printing and dispatch should be done in the bank's premises.**
- 5.2 Issuing PIN mailers for fresh, Add-On and re-issued and duplicate ATM/Debit cards (Master/ Maestro/ VISA/ Rupay/ Proprietary/ RRB / Smart Cards / Any other Co-branded cards)**
 - 5.2.1 The service provider should generate, print and dispatch the PIN mailers for all fresh, duplicate and Add-on ATM / Debit cards (for both personalized and Non-personalized cards) issued by the bank.
 - 5.2.2 PIN number should not be generated for renewed cards (if same card number is issued for renewed card) and for Biometric cards.
 - 5.2.3 The PIN number should be generated in the HSM. HSM has to be arranged by the service provider for PIN generation purpose.
 - 5.2.4 PIN number should be printed in both numbers and words (eg. Number "1" should be printed as "ONE" also).
 - 5.2.5 The PIN number should be printed in blank PIN mailers (as per the specifications provided in Section 3.2) supplied by IBA empanelled vendors only.
 - 5.2.6 Customer's Account number, Debit Card number, Mobile number, Address and branch code are to be printed on the PIN mailer along with the bank logo.

- 5.2.7 The service provider should Insert Branch-wise PIN generation report, PIN mailers and window envelopes to be sent to the branch in cloth covers and should Paste the Address label of the authorized branch official on the cloth cover.
- 5.2.8 The service provider should Dispatch the branch wise sealed cloth covers through courier / post to our authorized branch officials and should send the courier / postal dispatch details through e-mail to our branches on daily basis.
- 5.2.9 The service provider should send the PIN dispatch intimation to the customers through SMS and E-mail. Bank will provide the corporate E-mail ID for sending E-mails and access to SMS gate way for sending SMS.
- 5.2.10 The contact details of the branch officials who are authorized to receive the cards and PIN mailers should be updated in the debit card management systems as and when intimated by the bank to the service provider.
- 5.2.11 The service provider should bear the cost of dispatching the cards and PIN mailers to our branches. Service provider should ensure that all the consignments are delivered in the branches promptly in time.
- 5.2.12 At present, the Bank is printing PIN mailers at the central location and dispatching them to respective branches. In case the bank decides to go for printing PIN mailers at the branches, the service provider should provide the facility in their debit card management software to implement the system of printing PIN mailers at the branches, at no extra cost to the Bank.
- 5.2.13 Apart from debit card PIN mailers, the service provider should print and dispatch the PIN mailers for Net banking and Mobile banking passwords of the bank. These passwords will be generated by bank and the service provider will be given an excel file containing all CIFs (Customer Identification File) against which the passwords are generated and a web page to enter the CIFs one by one to print the passwords in blank PIN mailers. The service provider should update the PIN mailer reference number against each CIF (Customer Identification File) in the excel file.
- 5.2.14 The entire process of generating, printing and dispatching PIN mailers should be in compliance with the procedures and specifications set by MasterCard, VISA and NPCI.

5.3 Issuing Duplicate PIN mailers against lost / forgotten/ vague PIN numbers

- 5.3.1 The request for duplicate PIN mailers (against lost / forgotten / vague PIN numbers) will be sent by the branches through the intranet web portal set up by the service provider in the bank's network. The service provider

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should process such requests by complying with the terms and conditions mentioned above for issuing PIN mailers for fresh/ re-issued/ Add-On cards.

- 5.3.2 The service provider should update the status of the request in the intranet web portal for the information of branches.
- 5.3.3 CAF file with updated PIN Offset or Pin Verification Value should be transmitted to the EFT switch team in daily CAF file for modifications to update in the EFT switch.
- 5.3.4 The service provider should send the PIN dispatch intimation to the customers through SMS and E-mail.
- 5.3.5 Fees details should be updated by the service provider for the requests wherever applicable.
- 5.3.6 The entire process of generating, printing and dispatching duplicate PIN mailers should be in compliance with the procedures and specifications set by MasterCard, VISA and NPCI.

6 Carrying out various support function activities:

6.1 Modifying the card / card holders details

- 6.1.1 The service provider will receive the following types of modification requests from the branches through the intranet web portal:
 - ❖ Request for duplicate cards due to various reasons.
 - ❖ Request for Hotlist and re-issue (single request).
 - ❖ Request for Add-On cards.
 - ❖ Request for duplicate PIN number.
 - ❖ Request for changing the home branch of individual cards.
 - ❖ Request for Correction in the Name printed on the card. A duplicate card has to be issued by service provider after correcting the name.
 - ❖ Request for changing the address of individual card holders.
 - ❖ Request for changing the account type of individual card holders.
 - ❖ Requests for Linking 2 or more account numbers to one card.
 - ❖ Request for de-linking accounts from a card
- 6.1.2 The service provider should process all the above mentioned requests, should modify the parameter in their card management software. CAF records with updated parameters should be transmitted to EFT switch team in daily CAF file for modifications. The service provider should consult the Bank officer in-charge before processing any doubtful requests.
- 6.1.3 The service provider should update the status of each request in the intranet portal for the information of branches.

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- 6.1.4 The entire process of modifying the data, updating the modification status in EFT switch and updating the status of branch request in the intranet portal should be completed in maximum of 2 working days.
- 6.1.5 Apart from the individual modification requests, the service provider should be able to process bulk requests (through file uploading) also for all the above mentioned modifications types.
- 6.1.6 The service provider should process such files based on the bank's requirement. The file formats will be decided by the bank and should be accepted by the service provider.
- 6.1.7 Request for modifying the daily cash withdrawal limit of individual cards should not be allowed through the intranet portal set up by the service provider in Bank's network. The request should be accepted only through hard copy or e-mail with proper authorisation from Bank Head Office. After changing the limit, the same should be updated in the software and portal. There should be provision for bulk limit change through file upload in the software which should be used only on special authorization from the Bank H: O. the daily ATM, POS and Aggregate limit should be configurable for each type / brand of card separately.

6.2 Hotlisting and De-Hotlisting of Cards

- 6.2.1 The service provider will receive bulk card hotlist request from branches in the form of excel sheets containing account number, card number etc. Such files should be processed, and status should be informed to branches through Email. Also, CAF records with updated card status should be transmitted to EFT switch team in daily CAF file for modifications.
- 6.2.2 The service provider will receive a daily data file containing the list of card Hotlisted in the EFT switch from the EFT switch team. The service provider should process such files and CAF records with the updated card status should be transmitted to EFT switch team in the daily CAF file for modifications.
- 6.2.3 The service provider will receive requests for dehotlisting cards through Letter or FAX proper authorization from the bank H: O. the cards should be de-Hotlisted immediately and CAF record with updated card status should be transmitted to EFT switch team in the daily CAF file for modifications. After de-Hotlisting, E-mail communication should be sent to branches intimating that the card is de-Hotlisted and can be used from next day onwards.

6.3 Report Generation

- 6.3.1 The service provider should generate various MIS reports based on the card type, Card prefix, Card limit, Account type, Branch, Zone, City, time

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period / duration of card issuance and any other parameter specified by the Bank at any point of time.

- 6.3.2 The Bank reserves the right to change the report format, periodicity of the reports / data and to request additional reports / data any time. Any additional information required by the Bank at any time should be generated and submitted at no extra cost to the bank.
- 6.3.3 For all the existing cards and new cards to be issued, the first transaction date and last transaction date should be updated in the debit card management software using the daily file received from the EFT switch.
- 6.3.4 The debit card management system should have data warehousing and trend analysis features.
- 6.3.5 Audit trails should be available in the system and should be submitted to the bank on demand.

Section VI

TERMS AND CONDITIONS RELATED TO SCOPE OF WORK

- 1 The Service provider will have to provide the service for debit card management services for a contract period of 3 years. On completion of the three year contract, Bank may opt for extending the contract for a further period of 3 years on mutually agreed rates.
- 2 The service provider shall give an undertaking to comply with all VISA and MASTER CARD regulations and shall renew certifications from time to time as prescribed by VISA and MASTER CARD, at its own cost, throughout the period of contract.
- 3 The entire debit card management solution is subject to the Bank's IS audit process.
- 4 The debit card management software should have the ability to be interfaced with Bank's existing user verification module for user ID and password verification for login to the intranet web portal set up by the service provider in the bank's network.
- 5 Any customizations to be done in the Debit card management solution to meet the requirement of the bank / IS Auditor / Mater Card / VISA / RBI / NPCI should be done free of cost throughout the contract period of 3 years.
- 6 The Service provider should get their debit card management system and process audited from time to time as per the requirements of the Bank, VISA, Master Card, NPCI and Reserve Bank of India. Cost of such audits should be borne by the service provider throughout the period of agreement.
- 7 Proper Back up policy and DR plan for the card management solution:
The Debit card management Software provided by the Service provider should take care of hot and cold backup and proper recovery measures should be in place. Service provider shall also provide to the Bank two sets of DAT backup of the entire database on a weekly basis.
- 8 Ownership of the data lying in the system of the service provider is always with the bank. Bank may demand the data from the service provider at any time. On termination of the contract, the service provider should hand over the entire data to bank in a readable format.

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- 9** Wastages if any, while printing or while stocking of the plastics, PIN mailer, stationary etc will have to be borne by the Service provider. Such card plastics turned as wastage after embossment should be recorded and destroyed as per the guidelines issued by VISA / Master card /RBI.
- 10** Management of returned couriers/posts: Returned couriers should be sent back to the branches / departments after correcting the address.
- 11** Training and Documentation – The service provider should provide training to the bank officials at H: O on how to use the debit card management software and intranet portal and a detailed documentation on how to operate the intranet portal should be provided for the use of our branches and Zonal offices.
- 12** At present, Bank is sending both the debit card and PIN mailers to the branches. In case the Bank's policy changes during the contract period and bank decides to send any one or both of these to the customer directly, the service provider will have to do it at mutually agreed rates.

ANNEXURES - FORMAT FOR RESPONSE TO RFP

ANNEXURE-1: CHECK LIST FOR DOCUMENTS TO BE SUBMITTED

DOCUMENTS TO BE SUBMITTED		Please indicate (YES) or (NO) and details
1	FULL SET OF BID DOCUMENT INCLUDING ALL ANNEXURES, NOTICES AND CORRIGENDUMS.	
2	DULY FILLED OFFER LETTER (ANNEXURE-2)	
3	DULY FILLED BID SECURITY FORM (ANNEXURE-3)	
6	DULY FILLED DETAILS OF THE BIDDER AND SUBCONTRACTORS (ANNEXURE-6)	
7	DULY FILLED LIST OF INSTALLATIONS/IMPLEMENTATIONS (ANNEXURE-7)	
8	DULY FILLED TECHNICAL BID AND COMPLIANCE WITH TECHNICAL REQUIREMENTS (ANNEXURE-8)	
9	DETAILED MIGRATION PLAN PROPOSED BY THE BIDDER (ANNEXURE 9)	
11	CUSTOMER REFERENCES (ANNEXURE 11)	
12	Additional information that the bidder may like to give (ANNEXURE-12)	
13	Details of Back up policy and Disaster Recovery Measures (ANNEXURE-13).	
14	COMMERCIAL BID (ANNEXURE-14).	
15	VALID CERTIFICATES ISSUED BY MASTER CARD AND VISA TO THE BIDDER. AUTORIZATION LETTER FROM THE PARTNER IF THE LICENSES ARE IN THE NAME OF PARTNER.	
16	AUDITED BALANCE SHEETS FOR LAST THREE FINANCIAL YEARS AS DOCUMENTARY PROOFS FOR PROFIT AND TURNOVER.	
17	SOLVENCY CERTIFICATE ISSUED BY A SCHEDULED COMMERCIAL BANK IN INDIA.	

DOCUMENTS TO BE SUBMITTED		Please indicate (YES) or (NO) and details
18	COPY OF PURCHASE ORDERS ISSUED BY 2 BANKS IN INDIA.	
13	CERTIFICATION OF INCORPORATION / CONSTITUTION / LEGAL STATUS / REGISTRATION	
14	DOCUMENTARY EVIDENCES TO PROVE THAT THE BIDDER HAS MINIMUM 2 YEARS OF EXPERIENCE IN THE AREA OF DEBIT CARD MANAGEMENT, BIDDER HAVE SUPPLIED MINIMUM 5 LAKHS CARDS TO ITS CLIENTS AND BIDDER IS CAPABLE OF PERSONALISING, PRINTING AND DISPATCHING AT LEAST 30000 CARDS PER DAY.	
15	UNDERTAKING LETTER FOR PROVIDING DEBIT CARD MANAGEMENT SERVICES FOR 3 YEARS AND ACCEPTANCE TO EXTEND THE CONTRACT FOR A FURTHER PERIOD OF THREE YEARS ON MUTUALLY AGREED RATES, IF THE BANK DESIRES SO.	
16	UNDERTAKING LETTER FOR COMPLIANCE TO INFORMATION TECHNOLOGY ACT 2000.	
19	AUTHORIZATION LETTER FROM THE TOP MANAGEMENT TO SIGN THE BID DOCUMENT AND TO SUBMIT THE BID ON BEHALF OF THE COMPANY.	
22	UNDERTAKING LETTER FOR COMPLIANCE WITH ALL VISA and MASTER CARD REGULATIONS AND FOR RENEWAL OF CERTIFICATIONS FROM TIME TO TIME AS PRESCRIBED BY VISA AND MASTER CARD AT BIDDER'S OWN COST, THROUGHOUT THE PERIOD OF CONTRACT.	

ANNEXURE-2: OFFER LETTER

The Asst. General Manager
ATM Section
Indian Bank Head Office TMD.
Chennai

Dear Sir,

Sub: Request for Proposal (RFP) for Outsourcing of debit card management services on pay per card basis for 3 years

Ref: Tender No. _____ Dated _____.

1. We have examined the RFP and we offer to provide the debit card management services on pay per card basis for 3 years as per the terms and conditions, technical specifications and scope of work spelt out in the RFP, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.
2. While submitting this bid, we certify that:
 - We are owners/authorized distributors of _____(Name) Debit card management solution.
 - Prices have been quoted for the entire Debit card management solution.
 - The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
 - We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
 - We agree that the rates/quotes, terms and conditions furnished in this tender are for Indian Bank.
 - We undertake to support the Debit card management solution supplied to the Bank for a minimum period of six years including the initial contract period of Three years.
3. If our offer is accepted, we undertake, after receipt of your LOI, to deliver, install and complete Initial Acceptance Test for Debit card management solution within 60 days from the date of LOI. We undertake to abide by the scope of work as documented in the RFP.
4. We agree to abide by this offer till 180 days from the last date stipulated by the Bank for submission of bid, and our offer shall remain binding upon us and may be accepted by the bank any time before the expiry of that period.

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5. Until a formal contract is prepared and executed, this offer, together with the bank's written acceptance thereof will be binding on us.
6. We also certify that the information/data/particulars furnished in our RFP are factually correct. We also accept that in the event any information /data /particulars are found to be incorrect, Indian Bank will have the right to disqualify/blacklist us.
7. We undertake to comply with all terms and conditions of the RFP.
8. We agree to provide support for the entire Debit card management solution for a minimum of six years.
9. We understand that the bank may reject any or all of the offers without assigning any reason whatsoever.

Yours faithfully,

(Name and Designation)

For and on behalf of _____

ANNEXURE -3: BID SECURITY FORM

Whereas..... (*Hereinafter called "the Bidder"*) has submitted its bid dated..... (*date of submission of bid*) for the supply of (*Name and/or description of the goods*) (*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. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

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 Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of 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 i.e. upto.....(dd/mm/yy), and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

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NOTE: 1. SERVICE PROVIDER 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 banks located in India shall be on a Non-Judicial Stamp Paper of requisite value.

ANNEXURE –4: CONTRACT FORM

THIS AGREEMENT made theday of....., 200... Between Indian Bank, having its Head Office at 66, Rajaji Salai, Chennai 600 001 (hereinafter "the Bank") of the one part and..... (*Name of Service Provider*) having its Registered Office at (*City and Country of Service Provider*) (hereinafter called "the Service Provider") of the other part:

WHEREAS the Bank invited bids for certain Goods and ancillary services viz. (*Brief Description of Goods and Services*) and has accepted a bid by the Service Provider 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 Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The Conditions of Contract;
 - (e) The Bank's Notification of Award.
3. In consideration of the payments to be made by the Bank to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Bank to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Bank hereby covenants to pay the Service Provider 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 Service Provider are as under:

S. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE



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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 Service Provider)

in the presence of:.....

ANNEXURE – 5: PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date :

To : INDIAN BANK, Chennai, INDIA :

WHEREAS (Name of Service Provider) hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No..... dated, 20 ... to provide (Description of Goods and Services) (Hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Service Provider a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, 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 Service Provider 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 theday of.....20.....

Signature and Seal of Guarantors

.....

Date.....20.....

Address:.....

.....

NOTE:

1. Service Providers 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 banks located in India shall be on a Non-Judicial Stamp Paper of requisite value

ANNEXURE-6: DETAILS OF THE BIDDER

(TO BE FURNISHED ALSO FOR EACH SUBCONTRACTOR SEPARATELY)

Description	Response
Name of the Company/Firm	
Postal Address	
Address of Registered Office	
Telephone, Fax, Mobile numbers of key Executives/Directors	
E-mail address	
Year of commencement of business	
Certifications	
Staff – Technical support	
Staff – Software development	
Whether for the process of Management Services of Debit Cards, the Bidder / any of its associates, have ever been cautioned / reprimanded / blacklisted or have had its contract revoked / terminated by any concern to which it was under contract for supply of cards, or by any regulatory or statutory body or RBI or the Indian Banks Association (IBA) etc. Please provide the details.	
Name, Designation, Tel No, email of the authorised official submitting the RFP	

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KEY / SENIOR OFFICIALS / DIRECTORS

Sr. No.	Name	Designation	Qualification	With the Company since	Line of Experience

FINANCIAL INDICATORS (Rs in crores)

Item	2007-08	2008-09	2009-10
Turnover from Business in India			
Profit after Tax from Business in India			
Capital and Reserves			

Audited Balance Sheet and P&L of the prime bidder to be submitted for the last three years.

ANNEXURE-7: LIST OF INSTALLATIONS/IMPLEMENTATIONS**LIST OF DEBIT CARD MANAGEMENT SOLUTION IMPLEMENTATIONS**

Description	Details
No of Implementations	
Names of Banks and number of debit cards issued for each Bank.	

ANNEXURE-8: TECHNICAL BID - COMPLIANCE WITH SCOPE OF WORK AND RELATED TERMS AND CONDITIONS.

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
A. DATA MIGRATION AND INFRASTRUCTURE SET UP			
1	Indian Bank will hand over the existing Card Data to the Service Provider. Service Provider will be responsible for taking over the entire data and converting the data to the format suitable for their debit card management software.		
2	The old data records should not be deleted by the service provider and should be retained in the new system along with the new records without any alteration in the data.		
3	The migration activity should be completed within 1 month from issuing the purchase order. This should be done in parallel with setting up the new debit card management solution. Within 60 days after issuing the purchase order, the new debit card management solution should be ready in all aspects and the service provider should complete the Initial Acceptance Test.		
4	The Bidder should share the migration plan along with the bid and the migration process shall be finalized in consultation with the Bank.		
5	The service provider has to arrange the application software, Web portal, database, related hardware including Servers and PCs, security modules like HSM and any other equipment required for encryption and decryption of data, printers, printer cartridges, ribbons, scanners and any other peripherals.		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
6	The server used should be with RAID5 configuration to ensure data redundancy.		
7	Service provider has to arrange sufficient infrastructure and human resources to process 7500 card requests, to emboss and dispatch 7500 cards and to print 20000 PIN mailers daily on an average and also to answer the e-mails and calls (related to ATM card and PIN mailer) received from branches or customers in the telephone systems provided by the Bank. The infrastructure including the system and Human resources should be scalable to cater to the increase in the number of card and PIN requests to be processed daily.		
7.a	The vendor should provide adequate human resources at bank's premises from 10 A.M to 6 P.M on all bank working days.		
8	The service provider should host the debit card management software and Intranet Web portal in the bank network.		
9	The facilities for card embossing, card encoding, Chip embedding and card dispatching should be set up either at service provider's premises or at the card embossing vendor's premises.		
10	The entire facility to store, print and dispatch PIN mailers including HSM should be set up in the bank's premises.		
B. SPECIFICATIONS AND MINIMUM FEATURES FOR HIGH-END, FAST INTRANET WEB PORTAL			
11	Provision of various levels of user logins such as branch user, Zonal office user, Head Office user, Card Personalization user at H: O, Card hotlist user at H: O, Administrator at H: O and any other user		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
	level or user profile required by the bank from time to time.		
12	Ability to handle Minimum of 800 concurrent sessions successfully during the bank working hours.		
13	The service provider will be required to use Bank's existing employee user name and password validation system to validate user login of bank employees for debit card management software.		
14	Provision for configuring the roles and permissions for each user levels and profiles.		
15	Provision for branches to submit the requests for Biometric cards, photo cards (including photo and signature uploading facility), Hotlisting of cards, re-issue of cards, re-issue of PIN and any other requests for modification, such as home branch change, Name correction, Account type change and modification of any field other than daily limit.		
16	Maker - Checker feature should be available for the branches for submitting the requests.		
17	Provision for branches to cancel the requests which are not authorized by the checker.		
18	Provision for branches to track and view the status of fresh card request submitted through CBS and status of any request submitted through the intranet web portal, along with the courier/postal dispatch details. Branches should be able to update the date of delivery of the consignments in the branches and based on the date of dispatch and date of delivery, report has to be generated to calculate the delay in delivery.		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
19	Provision for branches to update the status of cards and PINs issued to the customers.		
20	Provision for branches to update the status of cards and PINs destroyed by them.		
21	Provision for branches to upload the file containing the destroyed card numbers for the purpose of Hotlisting the same by the service provider automatically. File format given by the bank should be accepted by the service provider.		
22	Provision for branches to generate and download Branch-wise reports based on various card products, card status, card prefixes etc. in the form of excel, text and PDF.		
23	Provision for zonal Offices to generate and download Zone- wise and Branch-wise reports based on various card products, card issue date, card status, card prefixes etc. in the form of excel, text and PDF.		
24	Provision for Head Office to set monthly/quarterly/annual card issuance target for each zone and to view and track zone wise number of cards issued against the target.		
25	Provision for zonal offices to set monthly/quarterly/annual card issuance target for each branch in their zone and to view and track the branch wise number of cards issued against the target.		
26	Provision for branches to view the number of cards issued by them against the target		
27	Provision for Head Office Card department to generate and download Bank-wise, Zone- wise and Branch-wise		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
	reports based on various card products, card issue date, and card status, card prefixes etc. in the form of excel, text and PDF.		
28	Provision for Card Hotlisting team to view the card details and to update the card status as “Hotlisted” with the details of hotlist request.		
29	Provision for generation and downloading of Fees file for charging fees from customers for issue of duplicate card, duplicate PIN, card de-Hotlisting, card usage charges etc. the file format will be decided by the bank and should be accepted by the service provider. Fees amount should be configurable for both duplicate cards and duplicate PIN separately.		
C. SPECIFICATIONS FOR BLANK CARDS, BLANK PIN MAILERS AND STATIONERIES.			
30	The Service Provider shall be responsible to procure and store blank plastic cards, blank chip based smart cards, card pouches, blank PIN mailers, envelopes, cloth covers, Address labels and related stationary to dispatch the cards and PIN mailers.		
31	Blank PIN mailers should be procured only from the vendors approved / empanelled by IBA (Indian Banks Association).		
32	Blank plastic cards should be procured only from manufacturers approved by Master Card and VISA.		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
33	<p>The service provider should maintain sufficient stock of all the above items. The minimum stock required at any time is as given below:</p> <p>No. of blank plastic cards: 50,000. No. of blank chip based smart cards: 1,000 No. of blank PIN mailers: 1,00,000 No. of card pouches: 50,000 No. of paper envelopes: 50,000 No. of cloth covers: 50,000 No. of Address label: 50,000</p>		
34	Weekly status of the available stock should be reported to the Bank. The bank will also inspect the stock and quality of the materials whenever required.		
35	Specifications for Blank Maestro Cards:		
i.	Card Size: 86 X 54.5 mm (2.125 X 3.375),		
ii.	Thickness: 30 mil (0.03)		
iii.	Material: PVC		
iv.	Finish: Laminated Polish / Polish		
v.	Front Colors - 8		
vi.	Back Colors - 5		
vii.	Magnetic Stripe: Laminated HiCo, Size 0.5 inches		
viii.	Magnetic Stripe Specs: Regular 3 track HiCo 2750 OE		
ix.	Magnetic Stripe Position: 4.5 mm from top		
x.	Signature Panel: Silk Screen White Panel		
xi.	Signature Panel Position: 20.6 mm from top		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
xii.	Hologram: None		
xiii.	Hot Stamp Specification.		
xiv.	Colour Arrow sign on the front side of card with Phosphorescent ink to indicate correct way of inserting the card.		
xv.	ISO / IEC 7810 standards		
36	Specifications for Blank Master Cards		
i.	Card Size: 86 X 54.5 mm (2.125 X 3.375),		
ii.	Thickness: 760 micron		
iii.	Material: PVC		
iv.	Finish: Gloss		
v.	Front Colors – 6		
vi.	Back Colors – 4		
vii.	Magnetic Stripe: Laminated HiCo, Size 0.5 inches		
viii.	Magnetic Stripe Specs: Regular 3 track HiCo 2750 OE		
ix.	Magnetic Stripe Position: 4.5 mm from top		
x.	Signature Panel: MasterCard Standard – 57 x 8 mm		
xi.	Signature Panel Position: Card rear below Magnetic Stripe		
xii.	Hologram: MasterCard Silver		
xiii.	Hot Stamp Spec: MasterCard Standard		
xiv.	ISO / IEC 7810 standards		
37	Bank reserves the right to change the colour and design of the cards at any time with approval from Master Card and VISA. For the new card designs, the Art work should be prepared by the service		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
	provider as per the bank requirements, and should be submitted in time for approval from Bank.		
38	Specifications for Rupay cards will be as per NPCI standards.		
39	Specifications for VISA cards will be as per the VISA standards.		
40	Specifications for chip based smart cards will be as per the EMV standards accepted by MasterCard and VISA.		
41	Apart from branded cards, Bank will issue proprietary cards, co-branded cards such as students' debit cards co branded with Educational institutions and RRB (Regional Rural Banks) Cards with different product names and card prefixes for various purposes. The service provider should be ready to personalize and issue such types of cards also for the bank.		
42	Indian Bank Logo should be printed on all types of cards as per the bank's requirement.		
43	Size and Position of photo / Signature to be printed on the cards should be per MasterCard / VISA / NPCI specifications.		
44	All cards issued by the service provider should comply with the following quality specifications:		
i.	De-Lamination Test: (1-2 cards) As per ISO 7810:2003 (E) De-lamination strength (0.35 N/mm)		
ii.	Box packing style: 250 / 500 cards per box.		
iii.	Card Flatness: Maximum distance from a flat rigid plate +/-0.7mm		
45a	Specifications for Debit Card Pin Mailer stationery (Specimens shall be provided by the Bank)		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
i.	Paper quality: 3 ply on carbonless papers.(with carbon coated on the back side of first sheet and second sheets)		
ii.	Paper colour: white		
iii.	Size = 9" x 3.67 " x 3 "		
iv.	Printing Bank emblem in two colours		
v.	Thickness: 60 GSM		
45b	Specifications for Net banking Pin Mailer stationery (Specimens shall be provided by the Bank)		
i.	Paper quality: 3 ply on carbonless paper.		
ii.	Paper colour: white		
iii.	Size = 9" x 4 " x 3 "		
iv.	Printing Bank emblem in two colours		
v.	Thickness: 60 GSM		
46	Specifications for Card Pouches (Specimens shall be provided by the Bank)		
i.	Materials: POLIYURIN Unsupported leather imported material (Navy Blue Colour) in the middle. 0.20 mm clear plastic on one side and unsupported Leather material half cut on the other side.		
ii.	Size: 10cm x 6.75 cm		
iii.	PRINTING: Five Colours one side printing with bank logo, only on the half cut material.		
47	Specifications for envelopes and Cloth covers (Specimens shall be supplied by the Bank)		
i.	Envelope for dispatching PIN mailers: 12 X 6 Kraft Plain Envelopes (Brown Color)		
ii.	Cover for dispatching ATM Cards: 13 X 6 1/2 Cloth Lined Covers		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
iii.	Cover for dispatching Bulk Pin mailers: 15 X 11 Cloth lined covers		
iv.	Envelope for handing over the card and PIN mailer to Customers: Medium Sized window envelope.		
v.	Bank address should be printed on all the above mentioned envelopes,		
D. Issuance of Personalized and Non-Personalized debit cards (Master/Maestro/VISA/ Rupay/ Proprietary/ RRB/ Smart Cards / Any Co-branded Cards)			
48	The service provider should comply with all the specifications and conditions set by VISA and Master Card International while issuing debit cards.		
49	The Service Provider should not restrict or limit the number of cards or number of card types (BINs or card prefixes) that can be issued under their debit card management solution.		
50	The service provider has to issue debit cards by processing the card requests received from branches in the form of data file received from Core Banking Software (application upload file). Our CBS team will provide the service provider with data files containing all the fresh card requests submitted by various branches. Separate data files will be given for card requests received from the branches of RRBs. Service provider has to process all the requests in the file for personalizing and issuing cards. If the service provider is not able to process any request, a failure report is to be generated and provided to the bank.		
51	The service provider should have a system of data entry screen to process individual card requests (fresh card/		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
	duplicate card) coming in the form of letters or e-mails (in exceptional cases).		
52	The request for photo cards, biometric cards and duplicate cards will be sent by the branches through the intranet web portal set up by the service provider in the bank network. The service provider should process such requests and should update the status of the request in the intranet portal for the information of branches.		
53	The service provider should send Acknowledgement for the data files.		
54	The service provider should process the data file for generating the Card Embossment file in Bank's existing file format, which contains the details like card number, Display name, CVV1/CVC1, CVV2/CVC2, Service Code, and any other information the bank likes to encode / emboss on the card such as photo, signature etc.. (Example: For photo cards, the service provider should emboss the photograph, Year of birth and Blood group of the card holder.) The card number should be in compliance with the mod 10 check digit validation. Card number logic will be decided by the bank for all types of cards. The debit card management system should be capable of embossing the cardholder name in English, Hindi and regional languages, if required by the bank.		
55	Error report should be generated in the format required by Bank for those card requests which the service provider could not process or rejected for any reason such as duplicate request etc.		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
56	File should be generated for printing the PIN mailers in the format required by Bank.		
57	The system should generate CAF (Cardholder Authorization File) in the format required by the Bank for uploading the card data in Base24 Switch. In case the Bank changes the EFT Switch, the service provider will have to provide the CAF in the format supported by the new EFT Switch without incurring any additional cost to the Bank.		
58	The system should generate Any other file or reports (e.g. Branch-wise PAN generation report, Branch-wise PIN generation report etc) required by the bank. Also, the processed and rejected data records should be stored in the database of the debit card management solution for future reference.		
59	The system should perform check for duplicate entries and data type errors in the data file. However, the processing of a card request file should not be stopped on account of a rejected or un-processed card request entry in that file.		
60	All the details received in the data file from Core banking team should be updated correctly in the debit card management software against each card number.		
61	While issuing photo cards, Photographs received from branches through various channels other than the web portal intranet such as letters (hard copy), E-mail should be scanned and sized by the Service provider and the photographs should be uploaded into the database of debit card management software.		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
62	The service provider should be able to emboss the signature of card holder on debit cards, when required by the bank.		
63	While issuing Admin cards for ATMs, the CAF file should have the data field values / flags required to identify that the card is an admin card. Also, the Account number should be 16-digit running number which will increment by 1 after issuing each admin card. The service provider should follow the present sequence of admin card account number. The Bank has the right to change this sequence at any time. The software should have the feature for extending the validity or expiry date of the admin cards and to update the same in EFT switch through CAF file.		
64	The service provider should carry out the Printing, Embossing, encoding and Chip embedding of ATM / Debit / smart Cards. In case this job is entrusted to another agency, that agency / service provider should be a VISA/ Master card certified agency for, Card Embossing, Card Encoding, Chip Embedding and Card Mailing, and the embossment file should be transmitted to the agency in a secured / encrypted manner as per the procedures specified by VISA, Master Card and NPCI. The card designs / Art work will be provided by the Bank for existing card types.		
65	For Chip-based smart cards, Generation, storage and distribution of cryptographic keys, data preparations, Issuer Scripting, Loading / deleting / replacing of applications etc also should be done by the service provider as per the EMV standards.		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
66	After embossment / generation of the cards, the vendor must have a mechanism in place to ensure that the emboss files are deleted. Under taking letter should be submitted by the service provider.		
67	The service provider should insert the cards, Branch-wise PAN generation report, card pouch and any other paper item the bank requires in cloth covers and should Paste the Address label of the authorized branch official on the cloth cover.		
68	Eventhough the Bank is not sending debit cards or PIN mailers directly to the customers, the Service provider should have a facility in their debit card management software to print welcome letter for customers.		
69	The service provider should Dispatch the branch wise sealed cloth covers through courier / post to our branches, and should send the soft copy of the Branch wise PAN generation report and courier / postal dispatch details through e-mail to our branches.		
70	Despatch details should be updated in the debit card management system and dispatched consignments should be tracked properly. Such information should be available for branches through the intranet web portal set up by the service provider in the bank network.		
71	The service provider should bear the cost of dispatching the cards and PIN mailers to our branches. Service provider should ensure that all the consignments are delivered in the branches promptly in time.		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
72	The service provider should send branch wise lists of Rejected card requests to our branches through E-mail, mentioning the reason for rejection.		
73	The service provider should transmit the CAF file of fresh issuance to the EFT switch team for uploading in EFT Switch.		
74	The service provider should send the card dispatch intimation to the customers through SMS and E-mail. Bank will provide the corporate E-mail ID for sending E-mails and access to SMS gate way for sending SMS.		
75	The Bank is providing Welcome Kits containing non personalized cards to the new customers in selected branches. Service Provider should personalize such cards using the data received from our Core Banking department. The present data format only to be used by the new service provider. Instead of display name, the account number of the prospective customer has to be embossed on such cards. The issued cards are to be dispatched to the concerned departments of the bank situated in various places across India by following the packing and dispatching procedures mentioned above for personalized cards (in branch wise lots).		
76	The details of Non personalized cards should be made available for branches in the intranet web portal set up by the service provider in the bank network.		
77	The request for duplicate cards (against Hotlisted / captured / damaged cards) will be sent by the branches through the intranet web portal set up by the service provider in the bank network. The service		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
	provider should process such requests by complying with the terms and conditions mentioned above for issuing fresh personalized cards.		
78	The service provider should be able to issue duplicate cards of any type (Master/Maestro/VISA/ Rupay / Proprietary/ RRB / Smart Cards or any other Co-branded cards) irrespective of the type of Hotlisted / captured / damaged card against which the duplicate card is issued, based on the Bank's requirement. Example: Issuing VISA card against a Hotlisted Master Card and vice versa.		
79	Add-on cards are cards issued as a second card for the existing cards, with a different card number, PIN number, Card verification values, and Display name etc. The requests for Add-on cards will be sent by the branches through the intranet web portal. The service provider should process such requests and issue cards by complying with the terms and conditions mentioned above for issuing and dispatching personalized cards. The existing primary card should not be Hotlisted while issuing Add-On card.		
80	After issuing Add-on card, Primary card should be flagged as P and Add-on card should be flagged as A in the software and the flag should be displayed in the intranet web portal site.		
81	The aggregate daily limit of the Add-On card should be equal to that of the primary card.		
82	The service provider should be able to issue Add-On cards of any type (Master/Maestro/VISA/ Rupay		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
	/Proprietary/ RRB / Smart Cards/ Any other Co-branded cards) irrespective of the type of Existing card based on the Bank's requirement. Example: Issuing VISA card as Add-on card for an existing Master Card and vice versa.		
83	Separate CAF (daily CAF file for modifications) file with all the updates of re-issued cards and Add-On cards should be generated and transmitted to EFT switch team for all modifications done such as re-issue of card, re-issue of PIN, Support functions etc. hereafter in this document.		
84	The service provider should update the status of all the branch requests in the intranet web portal set up by the service provider in the bank network for the information of branches.		
85	The service provider should renew and re-issue the cards nearing the expiry date 1 month in advance. The service provider should send the list of all the cards getting expired in a particular month to the bank. Bank will provide the list of the cards to be renewed to the service provider. The service provider should renew only those cards which are in operational / Active status. All The existing file formats should be accepted by the service provider. The card number of the renewed card should be the same as that of the expired card if a same type / brand of card is issued. The customer should be able to operate the renewed card using the PIN number of the expired card in case both the card numbers are same. The service provider should issue renewed cards by complying with the		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
	terms and conditions mentioned above for issuing, packing and dispatching personalized cards.		
86	Separate CAF file with all the updates of renewed cards should be generated and transmitted to EFT switch team. This CAF file will be termed as daily CAF file for renewal hereafter in this document.		
87	The service provider should be able to issue renewed cards of any type (Master/Maestro/VISA/Rupay /Proprietary/ RRB / Smart Cards/ Any other Co-branded cards) irrespective of the type of Expired card against which the renewed card is issued, based on the Bank's requirement. Example: Issuing VISA card as renewal for expiring Master Card and vice versa.		
88	The service provider should send the card dispatch intimation to the customers through SMS and E-mail. Bank will provide the corporate E-mail ID for sending E-mails and access to SMS gate way for sending SMS.		
E. Generation, Printing and dispatching of PIN mailers.			
89	The service provider should comply with all the specifications and conditions set by VISA and Master Card International while issuing the PIN mailers. All jobs related to PIN generation, PIN mailer printing and dispatch should be done in the bank's premises.		
90	The service provider should generate, print and dispatch the PIN mailers for all fresh, duplicate and Add-on ATM / Debit cards (for both personalized and Non-personalized cards) issued by the bank.		
91	PIN number should not be generated for		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
	renewed cards (if same card number is issued for renewed card) and for Biometric cards.		
92	The PIN number should be generated in the HSM. HSM has to be arranged by the service provider for PIN generation purpose.		
93	PIN number should be printed in both numbers and words (eg. Number "1" should be printed as "ONE" also.		
94	The PIN number should be printed in blank PIN mailers (as per the specifications provided in Section 3.2) supplied by IBA empanelled vendors only.		
95	Customer's Account number, Debit Card number, Mobile number, Address and branch codes are to be printed on the PIN mailer along with the bank logo.		
96	The service provider should Insert Branch-wise PIN generation report, PIN mailers and window envelopes to be sent to the branch in cloth covers and should Paste the Address label of the authorized branch official on the cloth cover.		
97	The service provider should Dispatch the branch wise sealed cloth covers through courier / post to our authorized branch officials and should send the courier / postal dispatch details through e-mail to our branches on daily basis.		
98	The service provider should send the PIN dispatch intimation to the customers through SMS and E-mail. Bank will provide the corporate E-mail ID for sending E-mails and access to SMS gate way for sending SMS.		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
99	The contact details of the branch officials who are authorized to receive the cards and PIN mailers should be updated in the debit card management systems as and when intimated by the bank to the service provider.		
100	The service provider should bear the cost of dispatching the cards and PIN mailers to our branches. Service provider should ensure that all the consignments are delivered in the branches promptly in time.		
101	At present, the Bank is printing PIN mailers at the central location and dispatching them to respective branches. In case the bank decides to go for printing PIN mailers at the branches, the service provider should provide the facility in their debit card management software to implement the system of printing PIN mailers at the branches, at no extra cost to the Bank.		
102	Apart from debit card PIN mailers, the service provider should print and dispatch the PIN mailers for Net banking and Mobile banking passwords of the bank. These passwords will be generated by bank and the service provider will be given an excel file containing all CIFs (Customer Identification File) against which the passwords are generated and a web page to enter the CIFs one by one to print the passwords in blank PIN mailers. The service provider should update the PIN mailer reference number against each CIF (Customer Identification File) in the excel file.		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
103	The request for duplicate PIN mailers (against lost / forgotten / vague PIN numbers) will be sent by the branches through the intranet web portal set up by the service provider in the bank's network. The service provider should process such requests by complying with the terms and conditions mentioned above for issuing PIN mailers for fresh/ re-issued/ Add-On cards.		
104	The service provider should update the status of the request in the intranet web portal for the information of branches.		
105	CAF file with updated PIN Offset or Pin Verification Value should be transmitted to the EFT switch team in daily CAF file for modifications to update in the EFT switch.		
106	The service provider should send the PIN dispatch intimation to the customers through SMS and E-mail.		
107	Fees details should be updated by the service provider for the requests wherever applicable.		
F- SUPPORT FUNCTIONS , OTHER FEATURES ETC.			
108	<p>The service provider will receive the following types of modification requests from the branches through the intranet web portal:</p> <ul style="list-style-type: none"> ❖ Request for duplicate cards due to various reasons. ❖ Request for Hotlist and re-issue (single request). ❖ Request for Add-On cards. ❖ Request for duplicate PIN number. 		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
	<ul style="list-style-type: none"> ❖ Request for changing the home branch of individual cards. ❖ Request for Correction in the Name printed on the card. A duplicate card has to be issued by service provider after correcting the name. ❖ Request for changing the address of individual card holders. ❖ Request for changing the account type of individual card holders. ❖ Requests for Linking 2 or more account numbers to one card. ❖ Request for de-linking accounts from a card <p>The service provider should process all the above mentioned requests, should modify the parameter in their card management software. CAF records with updated parameters should be transmitted to EFT switch team in daily CAF file for modifications. The service provider should consult the Bank officer in-charge before processing any doubtful requests.</p>		
109	The service provider should update the status of each request in the intranet portal for the information of branches.		
110	The entire process of modifying the data, updating the modification status in EFT switch and updating the status of branch request in the intranet portal should be completed in maximum of 2 working days.		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
111	Apart from the individual modification requests, the service provider should be able to process bulk requests (through file uploading) also for all the above mentioned modifications types.		
112	The service provider should process such files based on the bank's requirement. The file formats will be decided by the bank and should be accepted by the service provider.		
113	Request for modifying the daily cash withdrawal limit of individual cards should not be allowed through the intranet portal set up by the service provider in Bank's network. The request should be accepted only through hard copy or e-mail with proper authorisation from Bank Head Office. After changing the limit, the same should be updated in the software and portal. There should be provision for bulk limit change through file upload in the software which should be used only on special authorization from the Bank H: O. the daily ATM, POS and Aggregate limit should be configurable for each type / brand of card separately.		
114	The service provider will receive bulk card hotlist request from branches in the form of excel sheets containing account number, card number etc. Such files should be processed, and status should be informed to branches through Email. Also, CAF records with updated card status should be transmitted to EFT switch team in daily CAF file for modifications.		
115	The service provider will receive a daily data file containing the list of card Hotlisted in the EFT switch from the EFT		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
	switch team. The service provider should process such files and CAF records with the updated card status should be transmitted to EFT switch team in the daily CAF file for modifications.		
116	The service provider will receive requests for dehotlisting cards through Letter or FAX proper authorization from the bank H: O. the cards should be de-Hotlisted immediately and CAF record with updated card status should be transmitted to EFT switch team in the daily CAF file for modifications. After de-Hotlisting, E-mail communication should be sent to branches intimating that the card is de-Hotlisted and can be used from next day onwards.		
117	The service provider should generate various MIS reports based on the card type, Card prefix, Card limit, Account type, Branch, Zone, City, time period / duration of card issuance and any other parameter specified by the Bank at any point of time.		
118	The Bank reserves the right to change the report format, periodicity of the reports / data and to request additional reports / data any time. Any additional information required by the Bank at any time should be generated and submitted at no extra cost to the bank.		
119	For all the existing cards and new cards to be issued, the first transaction date and last transaction date should be updated in the debit card management software using the daily file received from the EFT switch.		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
120	The debit card management system should have data warehousing and trend analysis features.		
121	Audit trails should be available in the system and should be submitted to the bank on demand.		
G- COMPLIANCE TO TERMS AND CONDITIONS GIVEN IN SECTION -VI			
122	The Service provider will have to provide the service for debit card management services for a contract period of 3 years. On completion of the three year contract, Bank may opt for extending the contract for a further period of 3 years on mutually agreed rates.		
123	The service provider shall give an undertaking to comply with all VISA and MASTER CARD regulations and shall renew certifications from time to time as prescribed by VISA and MASTER CARD, at its own cost, throughout the period of contract.		
124	The entire debit card management solution is subject to the Bank's IS audit process.		
125	The debit card management software should have the ability to be interfaced with Bank's existing user verification module for user ID and password verification for login to the intranet web portal set up by the service provider in the bank's network.		
126	Any customizations to be done in the Debit card management solution to meet the requirement of the bank / IS Auditor / Mater Card / VISA / RBI / NPCI should be done free of cost throughout the contract period of 3 years.		

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
127	The Service provider should get their debit card management system and process audited from time to time as per the requirements of the Bank, VISA, Master Card, NPCI and Reserve Bank of India. Cost of such audits should be borne by the service provider throughout the period of agreement.		
128	Proper Back up policy and DR plan for the card management solution: The Debit card management Software provided by the Service provider should take care of hot and cold backup and proper recovery measures should be in place. Service provider shall also provide to the Bank two sets of DAT backup of the entire database on a weekly basis.		
129	Ownership of the data lying in the system of the service provider is always with the bank. Bank may demand the data from the service provider at any time. On termination of the contract, the service provider should hand over the entire data to bank in a readable format.		
130	Wastages if any, while printing or while stocking of the plastics, PIN mailer, stationary etc will have to be borne by the Service provider. Such card plastics turned as wastage after embossment should be recorded and destroyed as per the guidelines issued by VISA / Master card /RBI.		
131	Management of returned couriers/posts: Returned couriers should be sent back to the branches / departments after correcting the address.		
132	Training and Documentation – The service provider should provide training to		

HO: Technology Management Department

SI No	RFP Clause / Scope of Work / Specification	Complied or Not (YES/NO)	Remarks
	the bank officials at H: O on how to use the debit card management software and intranet portal and a detailed documentation on how to operate the intranet portal should be provided for the use of our branches and Zonal offices.		
133	At present, Bank is sending both the debit card and PIN mailers to the branches. In case the Bank's policy changes during the contract period and bank decides to send any one or both of these to the customer directly, the service provider will have to do it at mutually agreed rates.		

ANNEXURE 9: DETAILED MIGRATION PLAN PROPOSED BY THE BIDDER

ANNEXURE 10: ACCEPTANCE TEST PLAN

Bidder to conduct the Acceptance Test as detailed below:

Sr.No	Nature of activity	Remarks
1	Checking the features of the intranet web portal.	The bidder has to demonstrate all the features specified in the RFP.
2	Compliance to scope of work and technical specifications.	The bidder has to demonstrate how they are complied with the scope of work and technical specifications of the RFP
3	Input and Output File formats	The bidder has to demonstrate the file uploading and file generation processes for the bank to verify that all the existing file formats are supported in the new system.
4	PIN generation from HSM and updating CAF.	Bidder to demonstrate.
5	Migration activity.	Random checking of the data migrated from existing system to new system.
6	Stress and acceptance Test for Hardware and software.	Bidder to demonstrate the scalability of the debit card management system.

HO: Technology Management Department

ANNEXURE-11: CUSTOMER REFERENCES

(Please furnish details of at least 2 Reference customers)

Sr. No.	Name	Designation	Bank	Address communication for	Phone/ Fax/ Mobile nos.

Annexure-12: Additional information that the bidder may like to give

ANNEXURE 13: Details of Back up policy and Disaster Recovery Measures.

ANNEXURE 14: COMMERCIAL BID

All Fields are mandatory. No field should be Left Blank.

Sl No	Line items (Mention only per card costs in INR.)	Cost of issuing Magnetic stripe based Debit cards of any type/brand without hologram in INR (Weightage: 65 %)	Cost of Issuing Magnetic stripe based Debit cards of any type/brand with hologram in INR (Weightage: 30 %)	Cost of issuing Chip-based Smart Cards of any brand / any type in INR. (Weightage: 5%)
1	Cost of Blank card			
2	Cost of Card personalization, Embossing and Printing			
3	Cost of Scanning and printing of photo / signature on the card. (This cost will be reduced from the total cost for non-photo card issuance)			
4	Cost of card pouch			
5	Cost of stationery for packing and dispatching the card			
6	Cost of packing and dispatching the card.			
7	Cost of Blank PIN mailer. (This cost will be applicable for Net banking PIN mailers also).			
8	Cost of Printing PIN mailer. (This cost will be applicable for Net banking PIN mailers			

	also).			
9	Cost of stationery for packing and dispatching PIN mailers. (This cost will be applicable for Net banking PIN mailers also).			
10	Cost of packing and dispatching PIN mailers in Branch-wise lots. (This cost will be applicable for Net banking PIN mailers also).			
	Total cost per Card	A = Rs.	B= Rs.	C= Rs.

Formula to calculate the L1 Price = $0.65 \times A + 0.30 \times B + 0.05 \times C$

The prices A, B and C are inclusive of the costs towards all the 10 line items mentioned in the above proforma.

Bank will make the payment based on the line items used during the process by the service provider as per the Bank's requirement.

Special
adhesive
stamp as
on
indemnity

ANNEXURE 15

Service Provider Agreement

This MEMORANDUM OF AGREEMENT entered into at
.....on this the
.....day of200.... BETWEEN Indian Bank, a body
corporate constituted under the Banking Companies (Acquisition and Transfer of
Undertakings) Act 1970 having its Head Office at 66, Rajaji Salai Chennai 600001
and havingoffice at..... hereinafter referred to
as BANK which term shall wherever the context so requires include its succes-
sors and assigns AND M/s
..... having its office
at.....hereinafter referred to
as SERVICE PROVIDER which term shall wherever the context so requires
include its successors and assigns Witnesseth:

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

The term “Bank” shall also include its Affiliates, Associates, Subsidiaries,
Holding Company and/or promoters.

WHEREAS:

- A. The Bank is carrying on business of banking and is interested in
outsourcing the work of
.....
- B. The Service Provider offered to take up the work of
.....on a principal to principal and on non-
exclusive basis;
- C. The Service Provider has represented to the Bank that the Service
Provider has the necessary infrastructure, skill, experience, resources and
trained personnel to enable the Service Provider to assist the Bank
.....and to perform such other
activities which shall include, but not be limited to

.....and such other allied acts as may be necessary for enabling the Service Provider to fulfill its obligations as contemplated in this Agreement;

- D. Relying upon the aforesaid representations and assurances of the Service Provider, and believing the same to be true, the Bank has vide its letter dated.....appointed the Service Provider on certain terms and conditions and the same has been accepted by the Service Provider.

Now therefore, in consideration of the above premises and mutual covenants contained hereinabove, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1 Definitions and Interpretations

1.1 **Definitions:** In this Agreement the following expressions shall have the meaning hereinafter assigned to them:

1.1.1 “*Activities*” means theActivities or such other activities, which is added to, or deleted from the scope of the Activities to be carried out by the Service Provider in terms of this Agreement, by mutual agreement between the parties hereto.

1.1.2 “*Agreement*” means this Agreement and any amendments or modification made thereto in accordance with the provisions of this Agreement.

1.1.3 “*Customer(s)*” means the customer(s) of the Bank.

1.1.4 “*Laws or Law*” shall mean and include laws, treaties, ordinances, judgements, decrees, injunctions, writs, orders and stipulations of any court, arbitrator or governmental agency or authority and statutes, rules, regulations, orders and interpretations thereof of any national, state, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the Parties.

1.1.5 “*Products*” shall include but not be limited to providing financial assistance in terms of the financing schemes prepared by the Bank from time to time in respect of consumer durable goods and/or motor vehicles, personal loans, finance for two wheelers, housing loans and such other products, as the Bank may from time to time intimate to the Service Provider for carrying out of the Activities by the Service Provider to the Bank during the Term of this Agreement.

1.1.6 “..... *Activity*” means those activities as mentioned in the scope of work of the project.

1.1.7 “*Personnel*” shall mean trained and qualified employees of the Service

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Provider under the supervision and control of the Service Provider for discharging the responsibilities and performing such Activities for and on behalf of the Service Provider as assigned to them by the Service Provider, which includes the supervision of the Activities undertaken by the Personnel.

1.1.8 “Services” means the activities or such other service which is added to the scope of the Services to be provided by the Service Provider to the Bank in terms of this Agreement, as mutually agreed to by the Service Provider and the Bank from time to time

1.2 Interpretations

1.2.1 Reference to any statute or statutory provision shall include a reference to that statute or statutory provision for the time being in force and also to amendment, extension, modification, re-enactment or repeal thereof.

1.2.2 References to Clauses and Articles shall be to Clauses and Articles of this Agreement.

1.2.3 Headings in this Agreement are for convenience of reference only and shall not govern or affect the construction or interpretation of the text of the clauses of this Agreement. Any ‘Explanation’ is to be treated as an integral part of this Agreement.

1.2.4 Words importing singular shall include the plural and vice versa, and words importing the male sex shall include for its purposes the female sex and vice versa.

ARTICLE 2 This Agreement shall commence from and shall continue for a term ofmonths initially (“Term”), unless otherwise terminated in accordance with ARTICLE 7.

ARTICLE 3 Appointment of the Service Provider:

3.1 Subject to the terms and conditions contained in this Agreement and in the letter dated..... Of the Bank and the consideration as agreed to the Service Provider shall provide Activity on a non-exclusive and principal-to-principal basis and in its capacity as an independent Service Provider.

3.2 The Service Provider shall be responsible to undertake the Activities, functions, responsibilities and duties as provided herein this Agreement and in accordance with Scope of work of the project.

3.3 Notwithstanding anything contained in this Agreement, nothing shall restrict the right of Bank to do theactivities on its own or to appoint any other Service Provider in relation to such activity of the Bank and to carry on such similar Activities on similar or on any other terms and conditions as Bank may deem fit and proper, which may be at variance with the terms and conditions contained herein.

ARTICLE 4 Activities to be undertaken by the service provider

4.1 The Service Provider shall, at its sole discretion, risk and liability, employ on its rolls such number of Personnel and provide and depute such number of suitable and qualified Personnel/Executives to carry on theActivities for and on behalf of the Service Provider, undertaken by the Service Provider in this Agreement.

4.2 The Service Provider shall carry out the Activities as per the time schedule, as is communicated to the Service Provider by the Bank from time to time.

4.3 The Personnel of the Service Provider shall always remain under the employment, supervision and control of the Service Provider and provide such services as may be agreed between the Service Provider and the Personnel. The contract is between the employee and the Service Provider and no way connected to the Bank

4.4 The Service Provider shall pay all wages, salaries, employee payments of any kind including terminal benefits which shall include notice salary, retrenchment compensation, bonuses, leave salaries, provident fund, employees state insurance contributions, and other contributions to the Personnel directly and the Bank shall not be liable in this regard to the Service Provider or the Personnel in any manner whatsoever. In respect of the Personnel hired by the Service Provider, the Service Provider shall comply with all the statutory responsibilities and obligations as prescribed under the relevant rules and statutes for the time being in force and ensure that no nexus, either direct or indirect, shall be established between the Personnel and the Bank which may lead to any presumption or conclusion to the effect that the Personnel may be treated as the employees of the Company.

4.5 The Service Provider hereby agrees, accepts, acknowledges and undertakes that at no point of time, either the Service Provider or any of the Personnel shall make any representation or statement that may lead to any presumptions that the Service Provider or any of the Personnel of the Service Provider are the employees of the Bank. The identity cards, badge, letter heads and other similar things used by the Service Provider and/or the Personnel in the ordinary course of business of the Service Provider shall clearly depict without any ambiguity the existence of the separate entity of the Service Provider from the Bank.

4.6 Without prejudice to whatsoever has been agreed to in clause 3.2 hereinabove the Service Provider shall at its own cost, obtain for itself, and renew in accordance with applicable laws, requisite licences, registrations, permissions, etc. including those under the Contract Labour (Abolition and Regulation) Act, 1970, and submit such returns, papers or documents to any government or local authority as may be required by Law to be obtained or submitted. All taxes, fees,

charges and other outgoings incurred or to be incurred under any Laws shall be at the complete cost and responsibility of the Service Provider except Service Tax or any other similar tax or levy imposed by State or Central Government on the type of services rendered by the Service Provider to the Company, present or future. Any loss caused, penalty imposed or legal obligation created on account of the failure to adhere to any Laws in regard to submission of such returns as may be required, shall be borne by the Service Provider and the Bank shall not be liable for any damages or cost, penalty or payments in this regard.

4.7 The Service Provider shall independently exercise powers and functions of supervision and control over all its personnel solely and exclusively through managers/supervisors employed by the Service Provider itself, which managers/supervisors shall be employed by the Service Provider in adequate number/numbers for in the designated Premises to enable the Service Provider to discharge its obligations under this Agreement.

1 Explanation:

The powers and functions of supervision and control mentioned in this clause 4.7 shall include all possible powers and functions exercised by employer vis-à-vis employee including but not limited to all instructions including those related to overtime of special functions/tasks, assignment of duties, dealing with leave requirements, all issues related to all payments including payment of wages, overtime, bonus, gratuities, advances/loans, and disciplinary proceedings/action including but not limited to termination of services.

4.8 The Service Provider shall not have any authority to and shall not enter into any agreement(s) on behalf of the Bank, draw, accept, or endorse any bill of or on behalf of the Bank or use the name or logo of the Bank.

4.9 The Service Provider shall not modify or alter the Bank's Products in any manner whatsoever without the prior written consent of the Bank.

4.10 The Service Provider shall not directly or indirectly pay, offer or authorise payment for anything of value (either in the form of compensation, gift, contribution or otherwise) to any person or organisation contrary to applicable laws. Further the Service Provider in order to maintain and enhance the goodwill and the Brand Equity associated with the Bank's name, trade name, logos that the Bank shall allow the Service Provider to use in terms of the stipulations provided herein the Service Provider hereby agrees, accepts, acknowledges and undertakes to abide by principles of business integrity.

4.11 The Service Provider undertakes that no unfair, monopolistic or restrictive trade practices, or unfair labour practices as defined under applicable law will be adopted and it shall not collude / communicate with any of the competitors of Bank to fix prices for Product / goods or Activities for any purpose whatsoever.

4.12 The Service Provider shall avoid any conflict of interest with the Bank, and also undertakes that each and every person who is an employee, agent, consultant, or representative of Service Provider, will avoid any conflict of interest with the Bank, and if any person, including any of those mentioned above, is in any way, connected with the performance of obligation under this Agreement, then such person will also take care to ensure avoidance of conflict of interest with the Bank and misuse of the Bank resources, in each and every act done by the Service Provider.

4.13 The Service Provider shall allow the Bank or its representatives to enter the Premises at all times, without any notice, for overseeing the Activities and physical verification of all records, employee related or otherwise which are maintained by the Service Provider in connection with the Activities undertaken by the Service Provider under this Agreement. This inspection shall not be construed as the statutory/internal audit of the Service Provider as may be required under any law.

4.14 The Service Provider hereby agrees that all the necessary information, files documents, necessary papers etc. shall be sent by the Service Provider through such Courier-Service that has been approved by the Bank and duly intimated to the Service Provider from time to time, the cost of which shall be reimbursed by the Bank to the Service Provider.

ARTICLE 5 Fees, Expenses and Remuneration

5.1 The Bank agrees that charges more specifically mentioned in the Purchase Order shall be paid directly to the Service Provider on a [monthly basis] by the Bank after invoices of the same have been raised by the Service Provider on the last day of the month within a period of 15 days from the receipt of such invoice by the Bank subject to deductions of applicable taxes/levies.

ARTICLE 6 Terminations

6.1 This Agreement may be terminated in the following circumstances:

- a) By the mutual consent of the Parties;
- b) on the expiry of initial agreed period, unless renewed by mutual consent one month prior to such month on the expiry of which termination ought to have taken effect.
- c) On the occurrence of any event or any omission which may lead to the violation of any of the covenants or stipulations or warranties stipulated in this Agreement

6.1.1 Either party may terminate this agreement by issue of 3 months notice to the other party without assigning any reason; however notwithstanding

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anything contained herein in exigent circumstances, the agreement can be terminated by Bank instantly without any notice.

ARTICLE 7 Consequences of Termination

7.1 Without prejudice to all other rights and remedies available to Bank, in the event of the expiry or prior termination of the Agreement as aforesaid, the Service Provider shall unless otherwise agreed upon in writing, do the following forthwith;

- a. Cease to use the IPR or any insignia on any stationery, letterhead, document, nameplate, neon- signs, furniture, and representation or in any other manner;
- b. Destroy or return to the Bank all stocks of stationery, promotional material of any kind, sales literature, brochures and all other items of similar nature
- c. Immediately repay all amounts owing to the Bank including advance if any paid by the Bank for and on behalf of the Service Provider as per the Bank's books, regardless of whether or not such amounts have become due, but subject to deduction of dues from the Bank to the Service Provider.
- d. Cease to represent Bank or source business for Bank, in any manner whatsoever.
- e. Return all the records, files and documents relating to this Agreement whether in the form of hardbound, loose leaf or in any electronic medium to the Bank.
- f. Allow representatives of the Bank at all times to remove all the data (physical or other- wise), and other assets belonging to Bank without restrictions, objections, harm or obstructions of any nature whatsoever
- g. Withdraw all its personnel from the Premises as per the instructions of the Bank in this regard.
- h. Ensure that all personnel, who are deputed to perform the Services in the Premises, return all Bank identity/visiting cards available in their possession;

ARTICLE 8 Confidentiality

8.1 It is hereby agreed by and between the Parties hereto that all information with respect to the business and operations of Bank, Services, its credit policies, its database shall be kept strictly confidential by the Service Provider and its directors and employees and the same shall not be disclosed or revealed except with the prior written permission of Bank, to third parties or otherwise be used, except in connection with this Agreement and the performance of its duties

and obligations there under, except for disclosures required by any law or required to be made to Governmental agencies. All such data compiled by the Service Provider shall be the exclusive property of Bank and the Service Provider shall not have any rights over the data whatsoever.

8.1.1 Both parties shall keep confidential all information of the other party, which it receives, which by their nature is confidential or proprietary with the same degree of care, as it would treat its own confidential information.

(As used herein, the term “Confidential Information” means any information, including but not limited to, Bank’s policies, the Activities, Products including the development of the Products, its credit policies information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party, its employees or its representatives receiving such information.)

8.2 At all times, the Service Provider shall abide by all applicable Bank’s security rules, policies, standards, guidelines and procedures. The Service Provider agrees that before any of its employees or agents may be given access to the Confidential Information, each such employee and agent shall agree to be bound by the term of this Agreement and such rules, policies, standards, guidelines and procedures by its personnel or agents. The Service Provider, its Personnel and the agents of the Service Provider will continue to hold in confidence all Confidential Information, which obligation shall survive any expiration or termination of this Agreement. In the event Service Provider breaches this Agreement, Company shall be entitled to seek temporary and permanent injunctive relief against Service Provider including actual damages, which Bank shall have incurred as a consequence of the breach.

8.3 The parties agree not to disclose to any other party and to keep confidential the terms and conditions of this Agreement, any amendment hereof, and any Exhibit, Annexure(s), Attachment or Appendix hereof.

ARTICLE 9 Force Majeure

9.1 Notwithstanding anything to the contrary in this Agreement, a Party hereto shall not be liable to the other Party for any loss, injury, delay, damages or other

injury suffered or incurred by such other Party due to riots, storms, fire, explosions, acts of God, war whether declared or not, Government or police action or any other cause which is beyond the reasonable control of such Party, nor shall any failure or delay by either Party hereto in the performance of any of its obligations under this Agreement due to one or more of such causes be construed as a breach of this Agreement or any provision of this Agreement as the case may be, for the purpose of it being considered a default under the termination clause or for any other purpose.

ARTICLE 10 Non- Waiver

10.1 The Bank and the Service Provider mutually agree that in performing any act under this Agreement, time shall be of the essence and that the failure of either party to exercise any right or remedy shall not be deemed a waiver of any of the obligations of the other party or any right or remedy of either party.

ARTICLE 11 Representations and Warranties

11.1 The Service Provider hereby represents that it has the authority, skill, experience and each of the Personnel deputed by it to deliver under this agreement is well trained & qualified to render designated activities hereunder and shall do so in an ethical and bona fide manner and in compliance with all applicable laws and policies.

11.2 The Service Provider is duly organized, validly existing, and in good standing under the laws of India and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement and execution of this Agreement or consummation of the transaction contemplated hereby will not:

- a) Violate, conflict with or result in the breach of any of the terms or conditions of or give any other contracting party the right to terminate or constitute default under any material instrument, contract or agreement.
or
- b) require the approval or consent of any central, state, local or other governmental or regulatory body or any other person.

11.3 The Service Provider has obtained/shall obtain all necessary licences, permissions, registrations (as applicable) for all its office locations and Professional Tax registration. In addition the Service Provider shall make necessary nominations under the Payment of Gratuity Act, Employees Provident Fund and Miscellaneous Provisions Act, Employee State Insurance Act, Contract Labour (Regulation and Abolition) Act, etc for all the Personnel with the necessary authorities.

11.4 The Service Provider hereby represents and warrants that the information submitted by the Service Provider to the Bank either in the form of representations are true and complete and that there is no material fact that has not been

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disclosed to the Bank which may have the adverse impact on the decision of the Bank to enter into this Agreement with the Service Provider.

11.5 The Service Provider undertakes not to entertain any application from persons where the Service Provider or its employees or personnel engaged by the Service Provider is/are interested and such applications shall be returned to the bank for doing the needful.

ARTICLE 12 Indemnifications

12.1 The Service Provider undertakes to indemnify and keep Bank and its officers/employees fully indemnified and harmless from and against all the consequences of any action leading to breach of any of the terms and condition of this Agreement as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs (hereinafter referred to as "Claims") faced, suffered or incurred by the Bank. The Service Provider hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts and omissions on the part of the Personnel and/or any false representations and warranties of the Service Provider.

12.2 Similarly, in the event of any claims being made on Bank, on account of any breach of warranty, representations, non-compliance of any applicable law, unauthorised act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by the Service Provider, its employees, officers, agents the Service Provider undertakes to pay on first demand made by Bank of any amount on this account without any demur, reservation, contest, protest whatsoever within 7 working days of the demand being made. Bank may at its option settle any or all Claims made on it and recover the amount so paid from the Service Provider and/or make deductions from the amount payable by Bank to Service Provider.

12.3 The Service Provider hereby agrees, acknowledges and undertakes that the Service Provider shall be responsible and shall take all necessary steps to ensure that the Bank, directors, employees, officers and associates of the Bank are not put into any inconvenience from police, officials of any government, semi-government, judicial or quasi-judicial authorities on account of any non-compliance of any applicable law, unauthorised act, fraud, deed or thing done or omitted to be done or undertaking made by the Service Provider, its personnel including employees, officers, agents.

12.4 The Service Provider hereby authorises Bank to make deductions to any sum, being the loss or damage suffered by it on account of any default or breach committed by the Service Provider or its employees, agents, representatives, as mentioned hereinabove or hereinafter, provided always that the amount of loss or damage suffered shall be arrived at after mutual consultation and Agreement

between both the parties.

12.5 The Service Provider shall not set up defence or claim in any suit, plaint, petition, complaint, written statement, application to the effect that the Personnel engaged by the Service Provider are the employees of Bank.

ARTICLE 13 Construction and Amendments

13.1 This Agreement sets forth the entire Agreement and understanding among the Parties with respect to the subject matter hereof and merges all discussions and negotiations among them, and none of the Parties shall be bound by any conditions, understandings or representations with respect to such subject matter other than those expressly provided therein or duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorised officer of the Party to be bound thereby.

13.2 This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties.

ARTICLE 14 Counterparts

14.1 This Agreement shall be executed simultaneously in two (2) or more counterparts each of which shall be deemed to be an original but all of which together shall constitute one (1) instrument.

ARTICLE 15 Assignments

15.1 Neither party shall assign wholly or partially any of their rights or obligations under this agreement without the written consent of the other party.

ARTICLE 16 Independent parties

16.1 The Parties shall act in all matters pertaining to this Agreement as independent parties. The Agreement is being entered into on a principal-to-principal basis and does not and shall not be deemed to make either Party an agent, partner or joint venture partner of the other or any analogous relationship. No contention to the contrary will be raised at any time by either Party. It is expressly agreed by the Parties that Bank shall not be liable or responsible in any manner nor be liable to pay any monetary compensation in the event of the death of, or in the event of any injury sustained by any employee, agent, representative or Personnel of the Service Provider during performance of their functions or rendering services under this Agreement.

16.2 The Service Provider shall ensure that all visiting cards of the Personnel, billboards, hoardings, name plates, insignia and others similar things mention the name/entity of the Service Provider clearly, to the bank, and that all identity cards issued by the Service Provider to the Personnel clearly display the

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name/entity of the Service Provider and the designation or work profile/nature of work of the relevant personnel in the business entity of the Service Provider.

16.3 All communications from the Service Provider to any party must necessarily carry/show the name/entity of the Service Provider only and not mention the name of Bank except to the extent required to carry out the work entrusted under this agreement.

ARTICLE 17 Representations on authority

17.1 Each signatory to this Agreement represents and warrants that he is duly authorised by the Party for and on whose behalf he is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals including the requisite Board resolutions and procedures necessary for vesting such authority in him have been duly obtained and complied with.

ARTICLE 18 Partial invalidity

18.1 It is expressly agreed and declared that if, for any reason whatsoever at any time after execution hereof, any Court of competent jurisdiction or arbitrators holds any provision hereof to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the legality, validity and enforceability of any other provisions of this Agreement.

ARTICLE 19 Governing law

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

ARTICLE 20 Jurisdictions

This agreement shall be subject to the exclusive jurisdiction of the Courts at CHENNAI.

ARTICLE 21 Non-exclusives

Service Provider agree and understand that this agreement shall not restrict or prohibit bank from entering into similar arrangement with anybody of its choice nor doing such processing work on its own.

ARTICLE 22 Notices

All notices and other communications in respect of this Agreement shall be given in writing in English by registered airmail, postage prepaid, or by telex or facsimile to the Party entitled thereto at its address set forth below, or such other address as it shall hereafter designate for this purpose:

(a) In the case of a notice to Bank at:

Address: _____,

_____.

(b) In the case of a notice to the Service

Provider at: Address: _____,

_____,'
or such other address as the Party to whom such writing is to be given shall have last notified to the

Party giving the same in the manner provided in this Clause.

ARTICLE 23 Compliance with laws

23.1 At all times Service Provider shall keep itself fully informed of applicable laws, in relation to carrying out designated Activities including procurement and renewal of licenses, permits, and certificates and payment of taxes where required.

23.2 The Service Provider shall ensure to register, obtain and renew in accordance with requirement/law, licenses (as applicable) and comply with the provisions and requirements of the relevant Labour Laws including but not limited to Minimum Wages Act, Provident Fund Act, Employees State Insurance Act etc. and other applicable statutory enactments including but not limited to the Tamil Nadu Shops and Establishment Act, for all its office locations (which office locations, as well as any other addresses of the Service Provider shall be maintained by the Service Provider independent of and in addition to the offices of the Bank), and carry out the designated Activities in full compliance with all laws, ordinances, regulations, rules and order of the land. The Service Provider shall ensure that it has its own independent registrations and employer code numbers under the Provident Fund Act and the Employees State Insurance Act.

ARTICLE 24 Arbitration clause

24.1 In the event of any dispute or difference relating to interpretation and application of provision of the Contract and all disputes /claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties hereto or the respective representatives touching the constructions/application of any provision/clause hereto or any account or liability between the parties hereto or as to any act or deed or omission of any party hereto, in any way relating to these presents, shall be first at the discretion of the Bank attempted to be resolved in good faith by mutual discussion within 30 days of the dispute or question being raised failing which the same shall be settled by arbitration in accordance with provisions of Indian Arbitration and Conciliation Act, 1996.

24.2 The Parties concerned shall designate an arbitrator on mutual consent/consensus. In the event of no consensus being arrived, an Arbitral Tribunal shall be constituted comprising three Arbitrators, each party appointing

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one arbitrator and a third arbitrator to be appointed by the two arbitrators so appointed by the parties. The venue of the arbitration shall be exclusively either at Office of Circle Head or mutually agreed place and any award passed by the arbitrator or the arbitral Tribunal shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator.

Notwithstanding anything contained in this agreement the decision of the Bank will be final and binding on the Service Provider in case of any discrepancies

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorised representatives as of the date first above written.

SIGNED, SEALED and DELIVERED
By the within named Indian Bank
Through its authorised representative
Mr..... its

.....

.....in the presence of:

- 1
- 2

SIGNED, SEALED and DELIVERED
By the within named Service Provider,
.....through its
authorised representative
Mr..... its

.....

.....in the presence of:

- 1.
- 2.