

Request for Proposal (RFP)

For

**Supply, Printing & Personalisation of Chip Based EMV Debit
Cards & Contactless Cards**



**Head Office-2
Department of Information Technology
7th Floor, 3 & 4 DD Block, Sector -1
Salt Lake, Kolkata-700 064**

RFP REF NO: UCO/DIT/474/2015-16 Date: 19/06/2015

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by UCO Bank for its requirement for Supply, Printing & Personalisation of Chip Based EMV Debit Cards & Contactless Cards as per approved Design & Specification of the Bank.

Disclaimer

While the document has been prepared in good faith, no representation or warranty , express or implied, is or will be made, and no responsibility or liability will be accepted by UCO BANK or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO BANK, but an invitation for bidder's responses. No contractual obligation on behalf of UCO BANK, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO BANK and the Bidder.

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CONTROL SHEET TABLE

1.	Tender Reference	UCO/DIT/ 474 /2015-16 Dated 19/06/2015
2.	Cost of Tender Document	Rs. 20,000/- (Rupees Twenty Thousand only)
3.	<i>Date of issue of RFP</i>	19/06/2015
4.	<i>Earnest Money Deposit (EMD)</i>	Rs.50,00,000/- (Rupees Fifty Lacs only, in the form of Bank Guarantee favoring UCO Bank)
5.	<i>Date of commencement of sale of tender document</i>	19/06/2015
6.	<i>Pre-Bid queries</i>	On or before 29/06/2015
7.	<i>Last Date and Time for receipt of tender bids</i>	23/07/2015 at 4:00 PM
8	<i>Opening of Eligibility and Functional and Technical bids</i>	23/07/2015 at 4:30 PM
9	Opening of Commercial Bid	Will be informed subsequently to technically qualified bidders.
10	Address of Communication	UCO BANK, Head Office-2, Department of Information Technology, 7th Floor,3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064.
11	Email- ID	hocbs.calcutta@ucobank.co.in ho.bpr@ucobank.co.in
12	Contact Telephone / Fax Numbers	Tel : 033-44559758 / 45 Fax : 033-23345013
13	Bids to be submitted	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector -1, Salt Lake, Kolkata-700 064.

Note: Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 4:30 p.m.

1. INTRODUCTION

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Department of Information Technology at 3 & 4, DD Block, Sector-1, Salt Lake, Kolkata - 700064, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000 branches and more than 2100+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle(Ver. 7.0.25) as a Core Banking Solution. Bank is having tie up with Visa & NPCI and distributes VISA and RuPay enabled debit cards to the customers. Bank has also installed some machines for cash deposit, cheque deposit and passbook printing. The existing Cash Deposit kiosks, Cheque Deposit Machines and Self-Service Passbook Printing Kiosks are directly integrated with Bank's Core Banking System.

2. OBJECTIVE

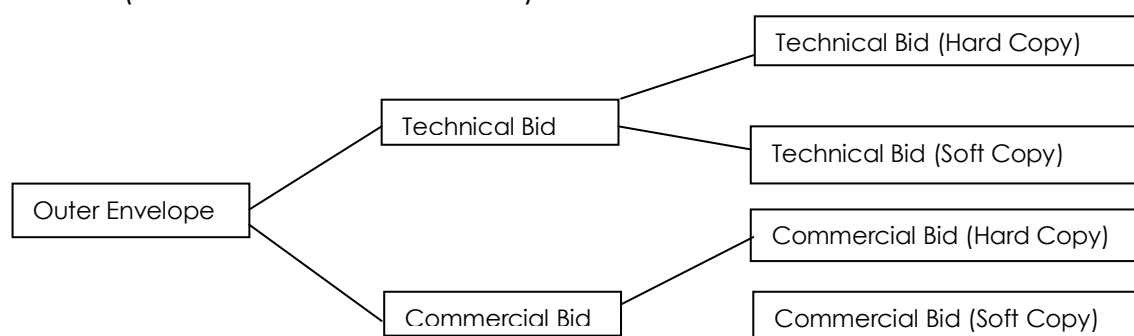
UCO Bank is currently issuing Magstripe RuPay Debit cards to the customers. In recent guidelines on Security and Risk Mitigation Measures for Card Present and Electronic Payment Transactions, RBI has advised Banks that all new cards issued – debit and credit, domestic and international – by Banks should be EMV chip and PIN based cards. In the above backdrop, UCO Bank invites Request for Proposal for Supply, Printing & Personalisation of Chip Based EMV Debit Cards & Contactless Cards (Rupay and VISA variant Debit Cards) as per approved Design & Specification of the Bank.

3. SUBMISSION OF OFFER – TWO BID SYSTEM

Separate Technical and Commercial Bids duly sealed and superscribed as "Technical bid" and "Commercial bid" respectively should be put in a single sealed outer cover duly sealed and superscribed "Bid for Supply, Printing & Personalisation of Chip Based EMV Debit Cards & Contactless Cards as per approved Design & Specification of the Bank – (Main Copy)" as per bid details given in the RFP. Similarly Bidders shall also submit a copy of the total bid in a separate single sealed outer cover duly sealed and superscribed "Bid for Supply, Printing & Personalisation of Chip Based EMV Debit Cards & Contactless Cards as per approved Design & Specification of the Bank – (Duplicate Copy)" as per the below mentioned diagram and as per bid details given in the RFP

The bids (Main copy along with soft copy) shall be dropped/submitted at UCO Bank's address given in Bid Detail- Control Sheet Table, on or before the date specified therein. Any Bid received by the Bank after deadline for submission of Bids prescribed, will be rejected and returned unopened to the System Integrator or Bidder. All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Offer Reference
- Type of Offer (Technical or Commercial)



The Technical Offer should be complete in all respects and contain all information asked for in the exact format (Hard Copy) of technical specifications given in the RFP, **except prices**. The Technical Offer must not contain any price information. UCO BANK, at its sole discretion, may not evaluate a Technical Offer in case of non-submission or partial submission of technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

The Commercial Offer (Hard Copy) should contain all relevant price information and should not contradict the Technical Offer in any manner.

Note:

- If the outer cover / envelop are not sealed & superscribed as required, the Bank will assume no responsibility for bid's misplacement or premature opening.
- If any inner cover / envelop of a bid is found to contain both technical & commercial bids then that bid will be rejected summarily.
- If any outer envelope is found to contain only the technical bid or commercial bid, it will be treated as incomplete and that bid will be liable for rejection.
- If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.

4. ELIGIBILITY CRITERIA FOR THE BIDDER

Only those Bidders, who fulfill the following criteria, are eligible to respond to the RFP. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

Sl. No.	Criteria	Proof of documents to be submitted
1	Bidder should be a company (Public/Private) registered in India under the Companies Act, 1956 for the last 3 years as on RFP issue date.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.
2	The bidder submitting the offer should be profit making company (profit after Tax) for the last three years i.e 2011-2012, 2012-2013 and 2013-2014 OR Bidder should have maintained a positive networth in the last three financial years (2011-2012, 2012-2013 and 2013-2014)	Copy of the audited balance sheet of the company showing profit/networth of the company for the consecutive last three years should be submitted.
3	The bidder should have a minimum annual turnover of Rs. 10 Crore per year during the last three financial years i.e 2011-2012, 2012-2013, 2013-14	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.
4	The Bidder submitting the offer should have at least two years experience in Supply, Personalization – Printing,	Documentary evidence with relevant copies of Purchase Order in the last two years including names

	Embossing of EMV Chip Cards.	of clients with Phone and Fax numbers, E- Mail Ids, etc.
5	Bidder should have NPCI, VISA Certification for Supply, Personalization – Printing, Embossing of EMV Chip Cards as on RFP submission date.	Documentary evidence to be submitted by the bidder.
6	Bidder should have ISO or other security certification related to Debit Cards.	Documentary evidence to be submitted by the bidder.
7	The Bidder should have its own personalization capacity of a minimum of 2 Lac EMV Cards per Month.	Relevant documents in this regard to be submitted by the bidder.
8	The bidder must have supplied minimum 10 Lacs EMV Chip Cards with personalization to any Bank(s) or Financial Institutions in India during the last three years.	The bidder need to submit the relevant Purchase Orders/ Reference Letter from the Bank's or Financial Institutions evidencing they have supplied 10 Lacs EMV Cards to them in the last three years.
9	The Bidder should also have the capability to supply contactless dual interface chip card to Bank.	Relevant documents in this regard to be submitted by the bidder.
10	Bidder should not have been debarred/black-listed by any Bank or Financial Institutions in India as on date of RFP submission.	Self-declaration to that effect should be submitted on company letter Head.

5. BROAD SCOPE OF THE WORK

Bank intends to select vendor for Supply, Printing & Personalisation of Chip Based EMV Debit Cards & Contactless Dual Interface cards (RUPAY or VISA Variants) as per approved Design & Specification of the Bank.

The Selected Bidder shall:-

5.1 Assist in obtaining approval of design and product from NPCI / Master Card / VISA.

5.2 Supply good quality durable PVC/PET-G EMV Contact and Contactless Cards as per design / specifications approved by the Bank / NPCI / VISA. Printing, embossing, Photo, magnetic stripe encoding as per Rupay / VISA specifications. Details given in Annexure – II. The selected vendor will be required to supply EMV Debit Cards of VISA or RuPAY variants as per the requirement of the Bank during the entire contract period.

5.3 The vendor must ensure:

5.3.1 Supply of blank ATM and Debit Cards as per specifications approved by the Bank.

5.3.2 Embossing/Flat printing of these cards, for which Card Embossa file would be provided by the Bank in an encrypted form.

5.3.3 Required setup to receive the encrypted data through a secured FTP channel or any other mode to be decided by the Bank.

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

5.3.5 Rejected cards should be destroyed under camera surveillance and the Backup of the CCTV recording should be retained for a period of 6 months. A daily report on the rejected card should be made available to the Bank.

5.3.6 Scanning/Printing of colored photograph whenever required on ATM/Debit cards, as per requirement.

5.3.7 Personalization of Debit Cards should be in bilingual font (English & Hindi), wherever applicable within the quoted cost. The selected vendor should have the capability to personalize the cards in Regional Languages also to meet Bank's requirement. **(Bidder is required to submit an undertaking to this effect along with the Bid).**

5.4 Arranging dispatch of cards through Post Office/Couriers directly to the Bank Branches / Customers Address **on daily basis**. Postal/Courier Charges to be borne by the Bank.

5.5 MIS for all the cards produced, dispatch details, postal/courier returns, etc to be sent to the Bank on a daily basis. The vendor needs to keep the data storage of input files, dispatch details, etc for at least one year.

5.6 SFTP or any other mode of secure communication with digital signature / encryption & decryption for download and upload of customer data/Embossa from Banks ATM Department.

5.7 The interface with the Bank should be dedicated to only sending / receiving data related to card/pin processing for the Bank

Note: Bank reserves the right to get EMV Chip Card / Contactless Dual Interface card, with name / without name, with photo / without photo, with / without Collaterals / Stationery items and accordingly payment will be released.

6. TEST CHECKING OF QUALITY OF CARDS SUPPLIED TO BANK:

The Bank would have the sole discretion of carrying out a random-sample test checking (Peel Test, Bend Test, Torsion Test, Corner bend Test and any other type of test related to card quality) of the cards being supplied to ascertain their quality. Test checking of Cards by the Bank may be carried out at a premise of its choice, including the premises of the vendor, at any interval it deems fit, where the quality of the cards may be checked according to the international Test Methods specified under ISO / IEC 10373 -1.

7. DISPATCH INSTRUCTION

The EMV Debit Card as specified herein should be consigned to various Customers / Branches / Offices of the Bank as per instructions of Bank to be conveyed from time to time. The data in soft copy shall be sent to vendor for printing/personalisation of cards along with details of branches/offices where cards are to be sent by e-mail/SFTP.

Vendor shall ensure handing over the duly packed cards to the Bank's approved Courier Agency/ Indian Postal Services within 48 hours of receipt of data. Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Vendor or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the vendor regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.

8. SINGLE POINT OF CONTACT

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

9. PAYMENT TERMS

Payment shall be made by the Bank at the all inclusive Price per card, as per scope and technical specifications given in the RFP, multiplied by number of cards delivered to branches/offices of the Bank.

- Bills shall be raised on a monthly basis and payment shall be released accordingly by the Bank.
- Prices shall be for *the contract period*). However, any downward revision in the price of cards should be intimated to the bank.

10. PAYING AUTHORITY

The payment will be made by UCO Bank, Head Office-2, BPR & BTD, 5th Floor, DD Block, Sector-I, Salt Lake Kolkata – 700064. However, all the payments shall be subject to supply, personalization and delivery of EMV Chip Cards to the satisfaction of the Bank for this purpose

11. TENDER DOCUMENT AND FEE

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of Rs 20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata .

UCO Bank, Head Office-2
3 & 4 DD Block, 5th Floor
Sector-I, Salt Lake
Kolkata – 700064 Phone no: 033-44559739/44559720
Fax no: 033-23345013
E-Mail: hocbs.calcutta@ucobank.co.in

The tender document may also be downloaded from the bank's official website www.ucobank.com. The bidder downloading the tender document from the website is required to submit a non-refundable fee of Rs20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft or Banker's Cheque in favor of UCO BANK, payable at Kolkata,

at the time of submission of the technical bid, failing which the bid of the concerned bidder will be rejected.

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel 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 or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

12. EARNEST MONEY DEPOSIT

The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 180 days in favor of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
Supply, Printing & Personalisation of Chip Based RuPay EMV Debit Cards & Contactless Cards as per approved Design & Specification of the Bank	Rs.50,00,000/-

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information;
- c. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of UCO BANK
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK within the stipulated time period.

13. PERFORMANCE GUARANTEE

The Selected bidder, within 15 days from the date of Purchase Order / Letter of Intent (LOI) will have to furnish a Performance Bank Guarantee, format as per Annexure-VIII, issued by any scheduled commercial bank equal to 10% of the order value valid for 36 Months from the date of purchase order.

The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the

project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Selected bidder is not able to fulfil any or all conditions specified in the document or is unable to complete the project within the stipulated time. This is independent of the LD on Delivery and installation.

14. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

15. ERASURES OR ALTERATIONS

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. 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 or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

16. LANGUAGE OF BID

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

17. LATE BIDS

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the Bidder.

18. BID OPENING AND EVALUATION CRITERIA

The Bank will open the technical bids, in presence of bidders' representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in control sheet. The bidder's representatives who will be present shall sign the register evidencing their presence / attendance.

TECHNICAL EVALUATION

a) The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation as mentioned in Annexure – II, the bidders will be shortlisted, based on eligibility criteria and bidder's responses in the technical specifications. In the second stage, the commercial bids would be evaluated.

b) The Bank will evaluate the technical response to the RFP of bidder who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation of the bidders.

c) During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / fax / e-mail seeking clarification / explanation.

d) Technical bid evaluation methodology that UCO Bank would adopt is given below:

The Product offered should meet all the technical and functional specifications. **Non-compliance to any of the technical and functional specification may entail rejection of the proposal.**

Response except 'Y' or 'N' is not acceptable. If any bidder provides response other than 'Y' or 'N', the same will be treated as Not Available i.e. N.

COMMERCIAL EVALUATION

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail. Detailed Criteria for evaluation of Commercial Bid is furnished in Annexure V.

Bank will finalize the L-1 vendor based on the TCO quoted by the bidder in Annexure – V.

19. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers / bids, UCO BANK may, at its sole discretion, ask some or all bidders for clarification of their offer / bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder.

20. AWARD OF CONTRACT

The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as L1 Bidder. However, the second lowest bidder (L2) will be given a chance to match the price with 'L1' and if L2 agrees, the two vendors selected will be awarded the contract and the orders will be distributed between them in the ratio of 60:40 at L1 price on total requirement basis provided the bidders agree to abide by all the terms & conditions of the RFP. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder(s).

In case L2 vendor is not agreeing to match the L1 price, the next lowest will be given a chance to match the L1 price. This process will be continued till Bank gets the second vendor who agrees to match the L1 price. In case none of the above vendors is able to match the L1 price, the whole quantity will be ordered to L1 only.

21. SELECTION PROCESS

Technically qualified bidder with the lowest quote based on TCO as quoted in Annexure-V, will be considered as the L1 bidder

22. CONTRACT PERIOD

Period of the contract is Three years from the date of acceptance of the first Purchase Order/LOI. The commercials quoted by the bidders should be valid for a period of 36 (Thirty Six) months from the date of acceptance of the first Purchase Order/LOI. The requirement of the EMV Debit Cards and contactless dual interface cards is 30 Lacs and 5 Lacs respectively (indicative quantity only) which is to be supplied / delivered as and when order is placed by the Bank during entire contract period. Bank also reserves its right to either issue VISA or RuPAY variants of cards within the overall specified quantity and it will be binding upon the selected vendor to supply the required EMV Cards either in VISA or RuPAY variants. However Bank reserves the right to place an additional order or decrease the order by 50% (Fifty percent) of the projected quantity with the bidder/s at the quoted price, terms and conditions during the contract period. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving two month notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

23. ORDER CANCELLATION (TERMINATION)

UCO BANK reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by UCO BANK under the following circumstances:-

- a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- b) The bidder goes into liquidation, voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d) If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e) If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
- f) In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected bidder.
- g) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- h) UCO BANK reserves the right to recover any dues payable by the selected bidder

from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

24. CONSEQUENCES OF TERMINATION

a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

b. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

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

25. LIQUIDATED DAMAGES

Notwithstanding the UCO Bank's right to cancel the order, liquidated damages for late delivery at 1% (One Percent) of the cost of services and product per week will be charged for every weeks delay of supply of EMV Cards subject to maximum of 10% of the value of total payout for the first year. Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value.

Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

UCO BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by UCO BANK to the bidder. Liquidated damages will be calculated on per week basis.

26. DISPUTE RESOLUTION MECHANISM

The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

The matter will be referred for negotiation between Deputy General Manager (IT, BPR & BTD) of THE BANK/Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

27. JURISDICTION

The jurisdiction of the courts shall be Kolkata.

28. AUTHORISED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with the Bank, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the Bank.

29. PUBLICITY

Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless THE BANK first gives the Bidder its prior written consent.

30. FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or THE BANK as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.

Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos. Terrorist attack, public unrest in work area.

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or THE BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

31. CONFIDENTIALITY

The Bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by THE BANK;
- To only make copies as specifically authorized by the prior written consent of THE BANK and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.

Conflict of interest: The Bidder shall disclose to THE BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

32. SIGNING OF THE BID

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

33. RIGHT TO ALTER QUANTITIES

The current requirement of the Chip based EMV Debit Cards is 30 Lacs and Contact Less Dual Interface Card is 5 Lacs in number is indicative only (i.e projected quantity). However Bank reserves the right to place an additional order or decrease the order by

±50% (Fifty Percent) of the projected quantity with the bidder/s at the quoted price, terms and conditions during the contract period. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder

34. CANCELLATION OF TENDER PROCESS

UCO Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

35. NON-TRANSFERABLE OFFER

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

36. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of bid opening prescribed by UCO BANK. UCO BANK holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, UCO BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

37. ADDRESS OF COMMUNICATION

Offers / bid should be addressed to the address given in control sheet.

38. PRELIMINARY SCRUTINY

UCO BANK will scrutinize the offers / bids to determine whether they are complete, whether any errors have been made in the offer / bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

UCO BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer / bid. This shall be final, conclusive and binding on all bidders and UCO BANK reserves the right for such waivers.

39. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER / BID

UCO BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO BANK has the right to re-issue tender/bid. UCO BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

40. FORMAT FOR TECHNICAL OFFER / TECHNICAL BID

The Technical offer/Technical bid must be made in an organized and structured manner in the following form:

- i. Index
- ii. Covering letter (Annexure – I)
- iii. Undertaking to be submitted by authorized signatory in Bidder's letter head stating that the user requirements as per scope of work mentioned in RFP is clearly understood by the bidder. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
- iv. Technical Offer / Technical bid with Specifications (Annexure – II)
- v. General Details of the bidder (Annexure – III)
- vi. Copy of Manufacturer's Authorization letter (if applicable) (Annexure –IV)
- vii. Letter confirming bid is signed by authorized signatory.
- viii. Valid Bank Draft / Bank Guarantee as EMD.
- ix. Valid Bank Draft as Bid price if tender document is downloaded from Bank's website.
- x. Bidder's Financial Details (audited balance sheets etc.) and other supporting documents, as stipulated in the RFP.
- xi. Copy of this RFP duly signed by the authorized signatory.
- xii. All Claims made by the bidder will have to be backed by documentary evidence.

41. FORMAT FOR COMMERCIAL OFFER

The commercial offer should be quoted in Indian Rupees as per the format given in Annexure –V.

The short listed bidder has to keep the finalized price valid for a period of Three Years from the date of the purchase order. There should not be any escalation in price due to fluctuation in foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties would be passed on to the Bank suo moto.

42. COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. UCO BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

43. CONFIDENTIALITY OF THE BID DOCUMENT

The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

44. OWNERSHIP AND RETENTION OF DOCUMENTS

- UCO BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of the Contract and at any other time on

demand by UCO BANK, the Vendor shall deliver to UCO BANK all documents provided by or originating from UCO BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by UCO BANK at no additional cost.

- The selected bidder shall not, without the prior written consent of UCO BANK/ Purchaser store, copy, distribute or retain any such Documents.
- The selected bidder shall preserve all documents provided by or originating from UCO BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of UCO BANK/Purchaser in this regard.

Encl: Annexure I, II, III, IV, V, VI, VII, VIII, IX

(Tender offer forwarding letter)

Reference No.:__

Date: XX. XX. 2015

The Deputy General Manager (IT),
UCO Bank,
Department of Information Technology (DIT),
Head Office - II, 5th Floor, 3 & 4 DD Block,
Sector -1, Salt Lake City, Kolkata -700064

Dear Sir,

Sub: Your RFP for “Supply, Printing & Personalisation of Chip Based EMV Debit Cards & Contactless Cards (VISA or RuPAY) as per approved Design & Specification of the Bank”

RFP Ref. No.: UCO/DIT/474/2015-16

Dated XX/07/2015

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Supply, Printing & Personalisation of Chip Based RuPay EMV Debit Cards & Contactless Cards as per approved Design & Specification of the Bank mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by the bank we undertake to *Supply of* as per your purchase orders.

In the event of our selection by the Bank for Supply, Printing & Personalisation of Chip Based RuPay EMV Debit Cards & Contactless Cards as per approved Design & Specification of the Bank, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 3(Three) years and 3 (Three) months effective from the month of execution of the Agreement in favor of UCO Bank.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank anytime before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following Demand Drafts:

1. DD No. dated for Rs. 20,000/- (Rupees Twenty Thousands only) as Cost of RFP Document &
2. BG No. dated for Rs. 50,00,000/- (Rupees Fifty Lacs only) / BG No. xxxxxx dated _____ as EMD .

Both DD and BG are issued in favour of UCO Bank by..... Bank
..... Branch payable at Kolkata.

Dated this ____ day of ____ 2015

Signature: _____

(In the Capacity of) _____

Duly authorized to sign the tender offer for and on behalf of

Technical Specifications of Chip Based EMV Debit Cards & Contactless Dual Interface Debit Cards

Specifications of EMV Contact Cards				Specifications of Contactless Cards	Compliance (Yes / No)
VISA/Master Cards	Compliance (Yes / No)	RuPay as per NPCI guidelines	Compliance (Yes / No)		
Compliant to ISO/IEC 7816 standard		Compliant to ISO/IEC 7816 standard		ISO 14443 Standard compliant	
Chip Security Standard compliant		Chip Security Standard compliant		Protocols supported: Contactless Type A, Type B, Mifare Desfire EV1	
Physical Card ID1 Format		Physical Card ID1 Format		Chip security standards compliant	
PVC		PVC		Java Card standards compliant	
Microprocess or based IC card – min. 16KB EEPROM or higher		Microprocessor based IC card – min. 16KB Memory or higher available for application loading		Global Platform Compliant	
Minimum 8 bit CPU or higher		Minimum 8 bit CPU or higher		Finger print Match on Card	
Minimum 6KB RAM		Minimum 512B RAM		PKI /Digital Signature	
Secure Hardware Crypto processor		Secure Hardware Crypto processor		Security module on a coprocessor for 3DES /3KDES/AES/RSA	
RSA/ECC, 3DES (with 2 unique keys) / 3KTDES, AES (AES can be in software or hardware. Hardware preferred)		RSA, 3DES (with 2 unique keys) / 3KTDES		Memory: 16 K or higher	
Common Criteria (EAL) should be EAL5+ or higher		Common Criteria (EAL) EAL5+ / or ITSEC 6 certified		Write Endurance: minimum 300 000 cycles	
Memory secure encryption for RAM, ROM and EEPROM		Counter Measures against side channel attacks (SPA & DPA)		Data Retention: >10 years	
Counter Measures against side channel attacks (SPA & DPA)		Write Endurance should be minimum 300000 cycles		Operating Distance: upto 100 mm	
Write Endurance should be minimum 300000 cycles		Data Retention period should be minimum 10 years		Frequency: 13.56 MHz	

Data Retention period should be greater than 10 years		Unique ID for each chip		Multi application loading capability.	
Unique ID for each chip		Offline Data Authentication Methods supported – DDA.		Random UID	
OS should be hard masked on ROM		Support for EMV financial applications using chip And PIN: RuPay - DPAS		Secure Channel Protocol	
OS should be Java 2.2.x or higher		Magnetic Stripe: HICO 2750 Orested; ISO standards for Encoding, location of Track 1, 2, 3.		Common Criteria (EAL): EAL 5+	
Global platform 2.2.x or higher version		Contact Plates as per ISO 7816-2		Support for NFC Readers	
EMV Authentication Methods supported – DDA.		Multi application loading capability		Capability to support multiple e-governance and transit applications.	
Support for EMV financial applications using chip And PIN: VISA – VISA VSDC2.8.x or higher MasterCard – M/Chip4 or higher				Capability to support financial applications: VISA PayWave MasterCard PayPass AMEX ExpressPay DISCOVER Zip	
Magnetic Stripe: HICO 2750 Orested; ISO standards for Encoding, location of Track 1, 2, 3.				Magnetic Stripe: HICO 2750 Orested; ISO standards for Encoding, location of Track 1, 2, 3.	
Contact Plates as per ISO 7816-2 standards				Contact Plates as per ISO 7816-2 standards	
Multi application loading capability				Multi application loading capability	

Dated this ____day of ____2015

Signature: ____

(In the Capacity of)____

Duly authorized to sign the tender offer for and on behalf of

COLLATERALS WITH MINIMUM FOUR COLOUR PRINTING (BILINGUAL) Card Carrier (Printing on one side)

Length 29 cms (A4) Width 21 cms Paper GSM 90 GSM

Card Pouch

Length 9 cms

Width 6 cms

Paper GSM 130 GSM Art Paper Laminated or any other scratch and resistant non-tear Material

Envelope

Length 23 cms

Width 11.5 cms

Paper GSM 90 GSM Coated

User Manul & Terms & Conditions

Length 21 CMS

Width 8.5Cms

Pages 20 including cover, Printing on both sides

Paper for text 60GSM

Cover Paper 100 GSM Coated

General Details of the Bidder**A. Profile of Bidder**

Name of bidder:

1. Location

Regd. Office:

Controlling Office:

2. Constitution**3. Date of incorporation & Date of Commencement of business:****4. Major change in Management in last three years****5. Names of Banker /s****B. Financial Position of Bidder for the last three financial years**

	2011-12	2012-13	2013-14
Net Worth			
Turnover			

N.B. Enclose copies of Audited Balance Sheets along with enclosures**C. Proposed Service details in brief**

- Description of service :
- Details of similar service provided to PSU organisation/BFSI in India specifying the number of Banks and branches

Details of Experience in implementation of similar orders like managing Payment Gateway

PSU Organisation/BFSI		
Name of Organisation	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place:

Name: _____

Date:

Business Address: _____

Commercial Bid Template**TABLE – A : Cost for EMV Contact Chip Based Cards****(Amount in Rs.)**

Basic Activities	Price per Card in Rs. (Exclusive of taxes) (A)	TAX per card (if applicable) in Rs. (B)	Price per Card in Rs. (Inclusive of taxes) (C) C=(A+B)	Quantity (D)	Total Cost in Rs. (E)=C*D
Cost of blank plastic card				30,00,000	
Cost of Card Personalization ((Indenting / Tipping / Card Encoding / Embossing, Printing of Name etc excluding Photo printing)					
Cost of Scanning and printing of Photo / Signature on the Card INCLUDING Personalization Charges					
Cost of supply and printing of Collateral / Stationery (Outer Envelope, Inner Envelop, Card Mailer, T & C Booklet, Usage Guide) all combined per Unit as per specification given in RFP					
Total cost quoted by the bidder (Amount quoted in Figures)					
Total cost quoted by the bidder (Amount quoted in words)					

TABLE – B : Cost for EMV Contactless Dual Interface Chip Based Cards**(Amount in Rs.)**

Basic Activities	Price per Card in Rs. (Exclusive of taxes) (A)	TAX per card (if applicable) in Rs. (B)	Price per Card in Rs. (Inclusive of taxes) (C) C=(A+B)	Quantity (D)	Total Cost in Rs. (E)=C*D
Cost of blank plastic card				5,00,000	
Cost of Card Personalization ((Indenting / Tipping / Card Encoding / Embossing, Printing of Name etc excluding Photo printing)					
Cost of Scanning and printing of Photo / Signature on the Card INCLUDING Personalisation Charges					
Cost of supply and printing of Collateral / Stationery (Outer Envelope, Inner Envelop, Card Mailer, T & C Booklet, Usage Guide) all combined per Unit as per specification given in RFP					
Total cost quoted by the bidder (Amount quoted in Figures)					
Total cost quoted by the bidder (Amount quoted in words)					

TABLE- C: Total Cost Of Ownership

Sl no.	Description	TOTAL COST
01	Total Cost for 30 Lacs EMV Contact Chip Based Cards [Total of Table A]	
02	Total Cost for 5 Lacs EMV Contactless Dual Interface Chip Based Cards [Total of Table B]	
Total cost of ownership(Sr. no:1 +Sr. no:2) ,amount quoted in figures		
Total cost of ownership(Sr. no:1 +Sr. no:2) ,amount quoted in words		

Note:

1. L1 bidder would be determined based on the Total Cost of ownership as per TABLE – C given above
2. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.
3. In case of discrepancy between figures and words, the amount in words shall prevail.
4. In case of discrepancy in calculations, unit cost shall be taken for consideration of L1.
5. The requirement of the RuPay / VISA EMV Debit Cards / Dual Interface Contact less Card is 30,00,000 & 5,00,000 respectively is indicative only (i.e. projected quantity). However Bank reserves the right to place an additional order or decrease the order by 50% (Fifty percent) of the projected quantity each type with the bidder/s at the quoted price, terms and conditions during the contract period. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder.
6. Bank reserves the right to get EMV Chip Card / Contactless Dual Interface card, with name / without name, with photo / without photo, with / without Collaterals / Stationery items and accordingly payment will be released.

Place:**AUTHORISED SIGNATORY****Date:****Name & Designation**

Checklist of Documents for Eligibility Criteria

Sl. No.	Criteria	Proof of documents to be submitted	Compliance by Bidder (Yes / No)
1	Bidder should be a company (Public/Private) registered in India under the Companies Act, 1956 for the last 3 years as on RFP issue date.	Certificate of Incorporation & Commencement of Business (whichever applicable) should be submitted.	
2	The bidder submitting the offer should be profit making company (profit after Tax) for the last three years i.e 2011-2012, 2012-2013 and 2013-2014 OR Bidder should have maintained a positive network in the last three financial years (2011-2012, 2012-2013 and 2013-2014)	Copy of the audited balance sheet of the company showing profit/networth of the company for the consecutive last three years should be submitted.	
3	The bidder should have a minimum annual turnover of Rs. 10 Crore per year during the last three financial years i.e 2011-2012, 2012-2013, 2013-14	Copy of the audited balance sheet of the company showing turnover of the company for the consecutive last three years should be submitted.	
4	The Bidder submitting the offer should have at least two years experience in Supply, Personalization – Printing, Embossing of EMV Chip Cards.	Documentary evidence with relevant copies of Purchase Order in the last two years including names of clients with Phone and Fax numbers, E- Mail Ids, etc.	
5	Bidder should have NPCI, VISA Certification for Supply, Personalization – Printing, Embossing of EMV Chip Cards as on RFP submission date.	Documentary evidence to be submitted by the bidder.	
6	Bidder should have ISO or other security certification related to Debit Cards.	Documentary evidence to be submitted by the bidder.	
7	The Bidder should have its own personalization capacity of a	Relevant documents in this regard to be	

	minimum of 2 Lac EMV Cards per Month.	submitted by the bidder.	
8	The bidder must have supplied minimum 10 Lacs EMV Chip Cards with personalization to any Bank(s) or Financial Institutions in India during the last three years.	The bidder need to submit the relevant Purchase Orders/ Reference Letter from the Bank's or Financial Institutions evidencing they have supplied 10 Lacs EMV Cards to them in the last three years.	
9	The Bidder should also have the capability to supply contactless dual interface chip card to Bank.	Relevant documents in this regard to be submitted by the bidder.	
10	Bidder should not have been debarred/black-listed by any Bank or Financial Institutions in India as on date of RFP submission.	Self-declaration to that effect should be submitted on company letter Head.	

Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address: _____

Format for Bid Security (EMD)

To,

UCO BANK,
Department of Information Technology,
5th Floor, 3 & 4 DD Block,
Sector-I, Salt Lake, Kolkata – 700064

Dear Sir,

In response to your invitation to respond to your RFP for Supply, Printing & Personalisation of Chip Based EMV Debit Cards & Contactless Cards as per approved Design & Specification of the Bank. M/s _____ having their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Supply, Printing & Personalisation of Chip Based EMV Debit Cards & Contactless Cards as per approved Design & Specification of the Bank and to provide related services as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the _____ Bank having our head office _____ hereby irrevocably guarantee an amount of **Rs. 50 lacs** (Rupees Fifty Lacs Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to UCO BANK the said amount of Rupees Twenty Five Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed **Rs. 50 lacs** (Rupees Fifty Lacs Only).
2. This Bank guarantee will be valid upto _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____, 2015 at _____.

Yours faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation.

PROFORMA FOR PERFORMANCE GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Head Office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order / Letter of Intent bearing no.dated..... issued to the Vendor and an Agreement to be made between UCO BANK and the Vendor for a period of In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees Only).

We,.....[indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.

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

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

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

5. We [indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions

relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Notwithstanding anything contained herein:

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

ii) This Bank Guarantee shall be valid upto and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee including claim period).

8. Dated the day of, 2015

Yours' faithfully,

For and on behalf of

_____ Bank

Authorised Official

Note:

1. Selected bidder should ensure that the seal and Code No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

Deed of Indemnity

This Deed of Indemnity executed at Kolkata on the _____ day of _____, 2015 by _____ (hereinafter referred to as "the Obligor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

UCO BANK, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India (hereinafter referred to as "UCO Bank " which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS UCO Bank vide its RFP No. UCO/DIT/xxxx/2015-16 dated xx-xx-2015 (RFP) had invited Bids from the eligible Bidders for Supply, Printing and Personalization of Chip based EMV Debit Cards and Contactless Cards

WHEREAS

(1) The Obligor has

(a) offered to UCO Bank the Services as stated under the RFP;

(b) represented and warranted that it has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for executing the Services as stated in the Contract dated.....;

(c) represented and warranted that the aforesaid Services offered to UCO Bank do not violate any provisions of the applicable laws, regulations or guidelines including laws relating to Intellectual Property Rights, legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the implementation, maintenance and contract period to the satisfaction of UCO Bank;

(d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract with UCO Bank;

(2) UCO Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the Services from the Obligor on the terms and conditions contained in its Contract dated _____ (**the Contract**) with the Obligor;

(3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favour of UCO Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution and rendering/delivery of Services to UCO Bank and/or due to breach of terms and conditions of the Contract by the Obligor and/or on account of misconduct, omission or negligence or otherwise by the Obligor.

(4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of IDBI Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER: -

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the RFP/the Contract.

In consideration of UCO Bank having agreed to award the Contract to the Obligor, the Obligor hereby unconditionally, absolutely and irrevocably agree and undertake that: -

(1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO Bank, including its respective directors, officers, employees, agents and representatives and keep them indemnified from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the Contract and any loss or damage caused from and against all suits and other actions that may be instituted taken or preferred against IDBI Bank by whomsoever and all losses, damages, costs, charges and expenses that UCO Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws including those relating to intellectual property rights, rules, regulations, guidelines and also from the environmental damages, if any, which may occur or result from the terms of the Agreement.

(2) The Obligor further agrees and undertakes that the Obligor shall, ensure that all the permissions, authorizations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by any appropriate authorities.

(3) The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software, hardware or other components in the nature of accessories or otherwise they are having or procured from third parties. The Obligor shall also provide licensed software for all software services, whether developed by it or acquired from others for performing the obligations under the Contract. The Obligor hereby indemnifies and keeps indemnified UCO Bank including its respective directors, officers, employees, agents and representatives against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.

(4) If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, it shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

(5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contract or other agreement, or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of UCO Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defence of an indemnifier.

(6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it or to UCO Bank).

(7) This indemnity shall survive the Contract.

(8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the Contract and/or as stated above.

(9) This indemnity and other non-contractual obligations arising out of this indemnity, shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably and unconditionally agrees that any legal action, suit or proceedings arising out of or relating

to this indemnity may be brought in the Courts/Tribunals at Kolkata. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) UCO Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of UCO Bank.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of _____

by the hand of _____,

(the authorised official of the Obligor)